

GOVERNMENT OF INDIA.
RAILWAY DEPARTMENT.

OFFICE OF THE GOVERNMENT EXAMINER OF
ACCOUNTS, BOMBAY BARODA & CENTRAL
INDIA RAILWAY, BOMBAY.

BOOK OF CONTRACTS
RELATING TO THE
BOMBAY BARODA AND CENTRAL
INDIA RAILWAY SYSTEM.

Volume I.

FIRST EDITION.

Approved by the Accountant General, Railways, in his letter
No. 69-Rev., dated 2nd June 1917.

No. 15.

(Correction slip to be printed at table of contents of the Bombay, Baroda and Central India Railway Books of Contracts, Volume I.)

The Ahmedabad-Dholka Railway was purchased by Government on 1st July 1922, and it is being worked as part of the main line. The agreement for the Railway printed in Volume I of the Bombay, Baroda and Central India Railway Book of Contracts may be treated as cancelled.

R. V. RAMCHANDANI.

Officiating Government Examiner.

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No. 43.

Add the following to the Table of Contents to the Book of Contracts relating to Bombay, Baroda and Central India Railway, Volume I.

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(No. 70 dated 27th

(No. 43, dated 21st October 1933.)

Contracts relating to B. B. & C. I. Railway Volume I.)

No. 48.

Add the following to the table of contents of Bombay, Baroda and Central India Railway Book of Contracts, Volume I.

Supplemental Deed, dated 5th October 1933 regarding the conversion of Rs. 10 crores of Preferred Capital of the Secretary of State into Capital bearing fixed interest at $4\frac{1}{2}$ per cent. per annum.....221.

(No. 48, dated 30th December 1933.)

Add the following to the Table of Contents of the Book of Contracts relating to Bombay, Baroda and Central India Railway, Volume I.

Supplemental Contract dated the 29th January 1934 between the Secretary of State and the Bombay, Baroda and Central India Railway Company for the maintenance, management and working of the Ahmedabad-Prantelj Railway, printed at page 222.

(No. 54, dated 17th March 1934.)

PREFACE.

This Compilation contains all current contracts of the Bombay Baroda and Central India Railway system beginning with the original contract of each of the lines forming part of that system and of lines worked by the Bombay Baroda and Central India Railway Company and embodying the various contracts, introducing changes therein from time to time and has been edited under instructions from the Accountant General, Railways, as contained in his letters No. 1363-Revenue, dated 1st June 1915, and No. 1551-Revenue, dated 22nd June 1915, which are printed below.

2. The direction in regard to the reproduction of clauses in the later contracts immediately below the clauses in the original contract which they modify has been attended to *in spirit* though not to the *strict letter*, as in some cases a verbal alteration of one or two words, it was thought, had better be done by indicating what was actually to be effected by the amending clauses in later contracts, instead of reproducing *in extenso* the sections concerned underneath the clauses in the principal contract. This, it is hoped, will effect a saving of labour to those who have to refer to the contracts. Where substantial additions to the provisions in the principal contracts were made by clauses in subsequent contracts, such clauses have been incorporated in the body of the principal contracts and numbered as directed by the Accountant General, Railways, in the second letter of his referred to in paragraph 1 above.

3. All alterations and additions to the original contract which are necessitated by subsequent contracts though embodied in the original contracts have been printed within brackets to enable the reader to have an authentic and true edition of all the contracts *as executed*; and with this view the supplementary contracts have *also* been printed in full.

4. The index printed at end of each principal contract will, it is hoped, be found very useful and enhance the value of the compilation as a book of reference to those who may have to use it.

Bombay, 18th April 1917.

R. F. G. SCOTT,
Government Examiner of Accounts,
B. B. & C. I. Railway.

Copy of letter No. 1363-Revenue, dated 1st June 1915, from the Accountant General, Railways, Simla, to the Government Examiner of Accounts, Bombay Baroda and Central India Railway, Bombay.

I have the honour to state that, for some time past, the desirability of reprints, properly edited and of a uniform foolscap size, of all current contracts has been under consideration. Such reprints would be useful in your own office, in my office and in the office of the Railway Board.

2. I request therefore that the necessary steps may be taken without delay to compile a volume of *all* current contracts beginning with the original contract, and embodying the various contracts introducing changes from time to time. Space should also be provided for the insertion of any subsequent contracts. The value of the compilation will be greatly enhanced by careful cross-referencing showing dates of, and as far as possible reasons for, additions and alterations made from time to time. An index to the main heads such as "Police," "Rates and Fares," "Land," etc., should be compiled but paraphrasing must be strictly avoided. A specimen index is enclosed for guidance. What is wanted is a compilation which will embody complete and up-to-date information and form a useful book of reference for those dealing with questions relating to the contracts, and eliminate the labour on each occasion on which a question is raised of having to read through all contracts in force at the time.

3. I shall be glad if you will take the compilation in hand and report by the 15th July next what progress has been made with it and when you expect that it will be completed. The final proof copy should be submitted for my approval and instructions will then be issued as to the number of volumes that will be required for this office.

Copy of letter No. 1551-Revenue, dated 22nd June 1915, from the Accountant General, Railways, Simla, to the Government Examiner of Accounts, Bombay Baroda and Central India Railway, Bombay.

In my letter No. 1363-Revenue, dated the 1st June 1915, I asked for a reprint in foolscap size of the contracts in force on your Railway cross-referenced to any modifications that may have been made in the earlier ones by the later contracts. It has since been suggested that a better way of effecting the object in view will be to print the clauses in the later contracts immediately below the clauses in the original contract which they modify, and generally, where some new provision has been introduced which did not exist before, to bring it under that part of the original contract to which the subject-matter of the addition relates. In doing this provisional numbers (to be shown as such) may be given to the clauses so inserted for purposes of routine reference, thus, for example, under clause 21 might be inserted provisional clauses 21 (a), (b), (c), etc., but the clause numbers and dates of the subsequent contracts should invariably be given at end of the clause, and these only should be quoted in official correspondence. In the case of a clause in the original contract having been cancelled, it may conveniently be reproduced in brackets either by itself or below the clause (if any) by which it has been substituted.

I request that the instructions in my letter quoted may be modified to the above extent.

BOMBAY BARODA AND CENTRAL INDIA RAILWAY.

The property vested in the former Bombay Baroda and Central India Guaranteed Railway Company was purchased by the Secretary of State on the 31st December 1905, from which date all the contracts then subsisting between the Secretary of State and that Company were determined, the Company was reconstituted and the Railway was worked temporarily under the terms of the provisional contract, dated the 27th December 1905, pending the execution of the new contract, dated the 8th April 1907, as from the 1st January 1906. The purchase price was fixed at the sum of £11,685,581 and the Secretary of State agreed to create and issue to the Company, on the 31st December 1905, India 3 per cent. stock to the amount of £10,089,146 in satisfaction of £9,685,581—part of the purchase price—the Company raising a new Stock Capital of £2,000,000, being the unpaid balance of the purchase money of £11,685,581.

[Extract paragraph on page 15 of Vol. II of the Government of India Railway Board's Administration Report on Railways in India for the year 1915-16.]

NOTE.

Clauses inserted with provisional numbers necessitated by later contracts are printed within brackets and these provisional numbers are for purposes of routine reference only, but in official correspondence, the particular clause numbers and dates of the subsequent contracts, reference to which is given at the end of each such addition, should only be quoted.

No. 17, dated 9th February 1924.

(Authority—Railway Board's No. 2423-F., dated 24th January 1924.)

This is supplemental to the contracts printed at pages 1 to 28 and 31 to 38 of the Bombay Baroda and Central India Railway Book of Contracts, Volume I.

THIS INDENTURE made the 19th day of November 1923, between THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called "the Secretary of State") of the one part and THE BOMBAY BARODA AND CENTRAL INDIA RAILWAY COMPANY (hereinafter called "the Company") of the other part.

WHEREAS these presents are intended to be supplemental to an Indenture dated the 8th day of April 1907 and made between the Secretary of State of the one part and the Company of the other part (hereinafter called the principal Contract) being a Contract for the maintenance management and working of the Bombay Baroda and Central India Railway and the Rajputana Malwa Railway and other subsidiary railways and also to an Indenture supplemental thereto dated the 24th of October 1913 and made between the same parties being a Contract varying in certain particulars the principal Contract.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared as follows :—

1. As from the 1st day of April 1920 the accounts and statistics prepared and compiled by the Company for the purposes of the principal Contract as varied by the said Indenture of the 24th of October 1913 for submission to the Secretary of State shall be prepared and compiled and submitted to the Secretary of State yearly instead of half-yearly as at present and the years to which the same relate shall be the financial years of the Government of India.

2. In any case in which under the contract or contracts now in force with respect to the working by the Company of any of the subsidiary lines as defined by the principal Contract or as subsequently extended the accounts of any such lines are prepared and submitted to the Secretary of State half-yearly such accounts shall as from the 1st day of April 1920 be prepared and submitted yearly and any statistics which are now furnished to the Secretary of State under such contracts half-yearly shall as from the same day be furnished yearly. Provided always that if the consent of any person or corporation other than the parties hereto to the modifications made by this clause in any contract shall be required this clause shall have effect subject to such consent being obtained.

3. The Principal Contract shall henceforth have effect as if it were by the 36th clause thereof provided that as from the 1st day of October 1921 the rate of exchange for the conversion into rupees of receipts and payments in sterling money shall except as provided in clause 4 hereof be the average for the calendar month in which the moneys requiring conversion were received or paid of the Calcutta daily market selling rates for immediate telegraphic transfers on London, such average rate being thereafter referred to as the prescribed rate of exchange.

4. For the purposes of clause 50 (c) (i) and (iii) and clause 51 of the Principal Contract as substituted by clause 20 of the Indenture dated the 24th day of October 1913 and in any other case in which it is required to convert interest charges in sterling money into rupee currency the rate of exchange for such conversion shall be the average of the Calcutta daily market rates for immediate telegraphic transfers on London for the half-year or other period to which such interest charges relate.

5. In the event of any disagreement as to the average rates of exchange referred to in clauses 3 and 4 of these presents respectively, the question shall

be referred, notwithstanding the provisions as to arbitration contained in clause 77 of the principal Contract, to the Managing Governors of the Imperial Bank of India, whose decision shall be final.

IN WITNESS whereof Sir CHARLES STUART BAYLEY, G.C.I.E., K.C.S.I., and Sir BENJAMIN ROBERTSON, K.C.S.I., K.C.M.G., being two Members of the Council of India have hereunto set their hands and Seals and THE BOMBAY BARODA AND CENTRAL INDIA RAILWAY COMPANY have hereunto caused their Common Seal to be affixed the day and year first above written.

Signed sealed and delivered by the
above-named two Members of the
Council of India in the presence
of—

CHAS. S. BAYLEY.

L.S.

B. ROBERTSON.

L.S.

H. S. PAINTER,
India Office.

The Common Seal of THE BOMBAY
BARODA AND CENTRAL INDIA
RAILWAY COMPANY was hereunto
affixed in the presence of—

SEAL.

A. D. G. SHELLEY,
Chairman.

W. V. CONSTABLE,
Director.

S. G. S. YOUNG,
Secretary.

This Indenture, made the 8th day of April 1907, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called "the Secretary of State") of the one part, and THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY (hereinafter called "the Company") of the other part.

WHEREAS the Secretary of State, by virtue of a notice given by him to the Company under certain contracts between himself or his predecessors, the East India Company, and the Company, became entitled on the 31st day of December 1905 to purchase the Bombay, Baroda and Central India Railway as hereinafter defined and other property of the Company at a price which was fixed at the sum of 11,685,580*l.* 11*s.* 3*d.*

AND WHEREAS at the date of the contract next hereinafter recited the Company was working, in conjunction with the Bombay, Baroda and Central India Railway, a State Railway known as the Rajputana-Malwa Railway and other State Railways connected therewith under contracts between the Secretary of State and the Company, all of which expired on the 31st day of December 1905.

AND WHEREAS at the same date the Company was also working, in conjunction with the railways hereinbefore mentioned, the railways mentioned in the schedule hereto which belong to other companies, under the contracts between the Secretary of State and the Company mentioned in the same schedule, all which contracts also expired on the 31st day of December 1905.

AND WHEREAS the Company at the same date was also working, in conjunction with the railways hereinbefore mentioned, other railways belonging to Native States.

AND WHEREAS by a contract dated the 27th day of December 1905 made between the Secretary of State of the one part and the Company of the other part it was (among other things) agreed that the Secretary of State should create and issue to the Company on the 31st of December 1905 India Three per Cent. Stock to the amount of 10,089,146*l.* 8*s.* 5*d.* in satisfaction of 9,685,580*l.* 11*s.* 3*d.*, part of the said purchase money, such stock to carry interest payable by equal quarterly payments on the 5th of January, the 5th of April, the 5th of July, and the 5th of October, and the first quarterly dividend to be paid on the 5th of April 1906 in respect of the period commencing on the 5th of January 1906 and the interest for the five days from the 1st January 1906 to the 5th of January 1906 to be paid to the Company separately, and by the same agreement temporary arrangements were made for the continuance of the working of all the said railways by the Company until a contract should be entered into for the working of the same for a further term of years.

AND WHEREAS the Secretary of State has issued to the Company 10,089,146*l.* 8*s.* 5*d.* India Three per cent. Stock, being 133*l.* 12*s.* 6*d.* of such stock, for every 100*l.* of the stock of the Company which existed on the 31st of December 1905, and has paid to the Company the interest thereon for the five days from the 1st day of January 1906 to the 5th day of January 1906, and such India Stock has been transferred by the Company to the persons who were at the date of the said purchase holders of the stock of the Company at the rate of 133*l.* 12*s.* 6*d.* India Stock in respect of every 100*l.* of the stock of the Company held by them respectively.

AND WHEREAS by the Bombay, Baroda and Central India Railway Act, 1906 (hereinafter referred to as the Act of 1906), the Company was re-constituted and its old stock cancelled.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the powers in this behalf conferred upon the Company by the Act of 1906, and of every

other power in this behalf the Company thereunto enabling, it is hereby agreed and declared as follows :—

Interpretation of Terms.

1. In this Contract—

The Secretary of State means the Secretary of State in Council of India.

The Railway Board means the Railway Board constituted by resolution of the Government of India dated the 18th of February 1905.

The Company means the Bombay, Baroda and Central India Railway Company.

The expression “the Bombay, Baroda and Central India Railway” means the railways and works of whatever description (including the Godhra-Baroda Chord) belonging to the Company on the 31st day of December 1905 and known as the Bombay, Baroda and Central India Railway, together with the Patri Branch.

The expression “the Rajputana-Malwa Railway” means all the railways and works of whatever description belonging to the State which on the 31st of December 1905 were worked by the Company and were known as the Rajputana-Malwa Railway, and all other railways and works belonging to the State which on that day were worked by the Company, including the Cawnpore-Achnera Railway and the Bindrahan Branch thereof, the Godhra-Rutlam-Nagda Railway, and the Rewari-Phulera Chord, and also the Palanpur-Deesa Railway which is owned jointly by the State and the Palanpur Darbar, but excepting the Patri Branch.

The expression “the subsidiary lines” means the railways specified in the schedule hereto and all railways belonging to Native States which on the 31st of December 1905 were worked by the Company, with all works belonging thereto respectively, but does not include the Palanpur-Deesa Railway.

The expression “the undertaking” means the Bombay, Baroda and Central India Railway and the Rajputana-Malwa Railway, and the subsidiary lines as respectively above defined, other than such (if any) of the same railways and lines as shall, under the provisions hereinafter contained or otherwise have ceased to form part of the undertaking or to be worked by the Company.

1. (a) [The Principal Contract and the Debenture Contract and these presents shall, as far as may be, be read and construed as one contract, and the expressions “this contract” and “these presents” where they occur in the Principal Contract shall, as from the 31st day of December 1911, unless the context otherwise requires, mean the Principal Contract as modified by the Debenture Contract and these presents.—*Added. Vide Clause 1 of the Supplemental Contract, dated the 24th October 1913.*]

1. (b) [As from the 1st day of January 1912 the Nagda-Muttra Railway shall form part of the undertaking as defined by the Principal Contract, and shall be worked, managed and maintained by the Company upon the same terms and conditions in all respects as under the Principal Contract as hereby varied are applicable to the Rajputana-Malwa Railway, and the expressions “the undertaking” and the “Rajputana-Malwa Railway” as used in the Principal Contract or the Debenture Contract or these presents

No. 58.

Page 2, para. 1. *Interpretation of Terms.* Introduce the following as a foot note under the sub-para. defining the expression “the Rajputana-Malwa Railway”.

Note.—Government financial interest in the Palanpur Deesa Railway was sold to the Palanpur Darbar with effect from 1st April 1934. (Railway Board's letter No. 4471-F., dated 30th April 1935.)

Nagda-Muttra Railway", and the Broach-Jambusar branch shall be included in the expression "the Bombay, Baroda and Central India Railway."—*Added. Vide last four lines of Clause 8 of the Supplemental Contract, dated the 24th October 1913*].

1. (d) [As from the 1st day of April 1913 the expression half-year in these presents shall, unless the contrary intention appears, mean the six months ending the 30th day of September and the 31st day of March respectively, and the expression "year" shall mean the year ending the 31st day of March.—*Added. Vide first four lines of Clause 26 of the Supplemental Contract, dated the 24th October 1913*].
1. (e) [In any case in which, under the contract or contracts subsisting on or immediately before the 31st day of December 1905 with respect to the working by the Company of any of the subsidiary lines as defined by the Principal Contract, the accounts of such line are prepared or any rebate is to be retained with reference to the calendar year or any year other than the financial year of the Government of India, the terms and conditions of such contract or contracts as modified by any contracts between the parties thereto respectively subsequent in date to the Principal Indenture shall as from the 1st day of April 1913 be deemed to be modified by the substitution of the financial year of the Government of India for the year with reference to which such accounts are now prepared or such rebate is now retained. Provided always that if the consent of any person or corporation other than the parties hereto to the modifications made by this clause in any contract shall be required, this clause shall have effect subject to such consent being obtained.—*Added. Vide second para. of Clause 26 of the Supplemental Contract, dated the 24th October 1913*].

Operation of Contract.

2. The arrangements herein contained as to the terms on which the undertaking is to be worked and managed by the Company shall as from the 1st of January 1906 be in substitution for the arrangements in that behalf contained in the said Contract of the 27th of December 1905, and any payments made by the Secretary of State under Part II of the last-mentioned Contract since the 31st of December 1905 shall be deemed to have been made on account of the payments provided for by these presents, all necessary adjustments (if any) being made.

3. The agreements on the part of the Secretary of State hereinafter contained shall be accepted by the Company in satisfaction of the sum of 2,000,000*l.*, the unpaid balance of the said purchase money of 11,685,580*l.* 11*s.* 3*d.*

4. All the provisions herein contained which relate to or affect subsidiary lines shall as regards those belonging to Native States be subject to the rights of such Native States as owners thereof, and as regards all subsidiary lines to the provisions of any contract from time to time subsisting in relation to such lines.

Determination of Contract.

5. [This Contract may be determined by the Secretary of State on the 31st day of December 1941 or on the 31st day of December in any succeeding fifth year, reckoning from that date, by giving to the Company in England twelve calendar months' notice in writing.—*Substituted. Vide Clause 2 of the Supplemental Contract, dated the 24th October 1913*].

[5. This Contract may be determined by either party on the 31st day of December 1930, or on the 31st day of December in any succeeding fifth year, reckoning from that date, by giving to the other party in England twelve calendar months' notice in writing.—*Cancelled. Vide Clause 2 of the Supplemental Contract, dated the 24th October 1913.*]

As to the new Capital of the Company and Interest thereon.

6. (1) The Company shall forthwith create and issue a new stock capital of 2,000,000L., and shall allot the same as fully paid up to the persons entitled, or who, but for the Act of 1906, would have been entitled to the old stock of the Company, in the proportion of 26L. 9s. 9d. new stock for every 100L. of such old stock.

(2) The Company shall not, during the continuance of this Contract, without the sanction of the Secretary of State, create and issue any further share or stock capital.

7. During the continuance of this Contract the Secretary of State shall, out of the revenues of India, pay to the Company in London half-yearly, on the 1st day of January and the 1st day of July, interest at the rate of three per cent. per annum calculated to the 31st day of December and the 30th day of June respectively on the said capital of 2,000,000L., such interest to be deemed to have commenced from the 31st day of December 1905, the first payment thereof having been made to the Company on the 2nd day of July 1906.

7. (a) [The Secretary of State shall in like manner pay to the Company on the same half-yearly days interest at the rate of 3 per cent. per annum calculated to the 31st day of December and the 30th June respectively on the amount which shall for the time being have been paid to his credit in respect of any further ordinary stock which the Company may during the continuance of the Principal Contract issue with his sanction (excluding any sum paid by way of premiums on such stock). Such interest shall commence from the date on which the said amount shall have been paid to the holders of the ordinary stock. Any interest paid by the Secretary of State under this clause shall be treated as a fund to meet and provide for the payment of the guaranteed interest at which the Company may, during the continuance of the Principal Contract, issue with the sanction of the Secretary of State, of the guaranteed interest at the rate of 3 per cent. per annum payable in respect thereof, and shall be applied to such payment accordingly and to no other purpose.—*Added. Vide Clause 3 of the Supplemental Contract, dated the 24th October 1913.*]

7. (b) [The money to be raised by the Company by any debentures or debenture stock that may be issued with the sanction of the Secretary of State, when raised, be forthwith paid and transferred to the credit of the Secretary of State at the Bank of England for the purposes of the Bombay, Baroda and Central India Railway and of the Rajputana-Malwa Railway, but no such debentures or debenture stock shall be issued except subject to such terms and conditions and in such form as may from time to time be approved by the Secretary of State. Every certificate for such debenture stock and every prospectus relating to any such debentures or debenture stock shall be in such form as shall have been previously approved by the Secretary of State.—*Added. Vide Clause 1 of the Debenture Contract, dated the 15th October 1908.*]

7. (c) [The Secretary of State will as often as and when the half-yearly or other interest payable in respect of any debentures or debenture stock that may be sanctioned and issued as aforesaid, or in respect of any portion of such debentures or debenture stock shall become due, pay in London in sterling out of the revenues of India to the Company the aggregate amount of such interest to the extent thereof, and will, on the respective day on which the principal moneys represented by such debentures or debenture stock shall, according to the terms of the debentures or, in the case of debenture stock, of the terms of issue thereof, be payable, and so as duly to provide for the payment of such principal moneys to the persons entitled thereto when the principal sums payable on such terms shall be paid to and received by it for the respective holders for the time being of the said debentures or debenture stock, and placed by the Company in the Union of London and Smith's Bank or some other bank to be agreed upon to an account to be called "the Bombay, Baroda and Central India Railway

Company's Debenture Capital Account", and shall be applied to the respective payments of such interest and principal accordingly, and to no other purpose. The moneys payable under this clause to the Company as aforesaid shall be paid without regard to any set-off, lien, charge, claim, or equity which the Secretary of State may have against the Company. Provided always that in every case in which the holder of any debentures or debenture stock shall not, within a period of twelve calendar months after the principal moneys payable in respect of such debentures or debenture stock shall have become payable, have applied for the payment of such moneys, then such moneys shall be carried to the account of the Secretary of State, and in every case in which any interest payable in respect of any of the said debentures or debenture stock shall be unclaimed for a period of two years after the same shall have become due, such interest shall also be carried to the account of the Secretary of State. And the Secretary of State hereby undertakes to indemnify and hold harmless the Company against all claims in respect of principal or interest which shall have been so carried to the account of the Secretary of State as being unclaimed within such respective periods as aforesaid, and generally against all liability incurred or to be incurred by the Company by reason of their acting on the foregoing proviso.—*Added. Vide Clause 2 of the Debenture Contract, dated the 15th October 1913.*]

As to the Undertaking to be managed by the Company and matters connected therewith.

8. The Company shall for the purposes of this Contract retain possession as from the 31st December 1905 of the Bombay, Baroda and Central India Railway and of the Rajputana-Malwa Railway and of the subsidiary lines, together with the rolling stock, plant, and machinery belonging thereto respectively, with the exception of the telegraphs and telegraphic appliances, which shall be vested in the Secretary of State, and the Company shall also be entitled to hold and receive all stores in hand or in course of delivery for the purposes of any of the aforesaid railways.

9. As soon hereafter as may be reasonably possible an inventory of the Bombay, Baroda and Central India Railway and an inventory and valuation of the rolling stock, plant, and machinery belonging thereto, as on the 31st of December 1905, shall be made and signed by or on behalf of the Secretary of State and the Company, the valuation being based on the sums outstanding on that day in the capital account of the Company.

As to Telegraphs.

10. The Secretary of State may from time to time construct and provide such new or additional telegraphs and telegraphic appliances, as he shall think fit, along or upon the railways for the time being comprised in the undertaking or any part or parts thereof or any land or works belonging thereto, and may maintain and work the existing telegraphs and telegraphic appliances and all or any of such new or additional telegraphs and telegraphic appliances as he shall think fit, and it shall be lawful for him from time to time to erect, maintain, make, do, and execute on any part of the said railways, land, or works all such buildings, machinery, works, acts, and things, as he shall consider necessary or proper in relation to the maintenance, construction, use, and working of the said existing and new or additional telegraphs and telegraphic appliances, but so that due regard be had to the convenience of the working of the undertaking in respect of the time and place of such erections, maintenance, making, and execution. The Company shall at all times furnish the Secretary of State with such free passes over all or any part of the railways comprised in the undertaking as he may require for persons employed by him in or about or in connection with the maintenance, construction, working, or inspection of the said telegraphs and telegraphic appliances or any buildings or works appertaining thereto.

11. The Secretary of State shall from time to time allow the Company to have the exclusive use of such of the said telegraphs and telegraphic appliances as he shall from time to time consider proper to be used by the

Company for the purpose of safely or efficiently working the railways comprised in the undertaking, and shall keep the said telegraphs and telegraphic appliances in good repair and in good working order and condition; and the Company shall, upon demand, pay into such Government Treasury in India as shall from time to time be appointed for the purpose by the Secretary of State the amount which the Secretary of State shall from time to time require the Company to pay in respect of the charges made by the Government Telegraph Department for rent, maintenance, and inspection of the telegraphs and telegraphic appliances of which the Company shall for the time being be allowed to have the exclusive use. [*All amounts paid by the Company under this provision shall be included amongst working expenses.*—Omitted. *Vide* Clause 25 of the Supplemental Contract, dated the 24th October 1913.] Provided nevertheless, that the amount which the Secretary of State shall from time to time require the Company to pay under this clause shall be reduced by any amount which the Company may, with the sanction of the Secretary of State, spend itself in the maintenance and supervision of the telegraphs and telegraphic appliances used by the Company in connection with the undertaking.

["Provided also that nothing in this clause shall be deemed to debar the Company, with the sanction of the Secretary of State, from constructing, providing, and maintaining other additional telegraphs and telegraph appliances upon the said railways as part of the undertaking."*]

12. The Company, if so directed by the Secretary of State, shall in working any telegraphs or telegraphic appliances of which they shall for the time being be allowed to have the exclusive use under the last preceding clause observe the rules as to working telegraphs and telegraphic appliances for the time being in force in the case of State Railway Telegraphs or such rules as the Secretary of State may from time to time prescribe for the Company's observance, and, if so directed by the Secretary of State, shall account in such manner as shall be prescribed by the rules for the time being in force in the case of State Railway Telegraphs or as the Secretary of State shall require for the receipts derived from the working of telegraphs and telegraphic appliances.

As to the Re-transfer of parts of the Undertaking.

[13. *At any time after the railway extending from Nagda to Kotah and thence to Muttra, which is now in course of construction, has been completed, the Secretary of State may, by giving to the Company, either before or after such completion, six calendar months' previous notice in writing, require the Company to re-transfer to him the Rajputana-Malwa-Railway, and all or any of the subsidiary lines which are of the metre-gauge, and thereupon the Company shall, without being entitled to any compensation (except as provided by sub-clause (d) of clause 50 hereof), re-transfer the same railways to the Secretary of State, together with such rolling stock, plant, machinery, and stores as may reasonably be deemed to belong thereto.*—Cancelled. *Vide* Clause 4 of the Supplemental Contract, dated the 24th October 1913.]

14. The Secretary of State shall have the right at any time to resume possession of all or any of the following properties, namely:—

(a) The Carnac Bunder Goods Yard in Bombay City.

(b) [*The 5'-6" gauge line between Agra Road and Agra Junction, via Agra Fort.*—Cancelled. *Vide* Clause 4 of the Supplemental Contract, dated the 24th October 1913.]

(c) The line south of Church Gate Station of Bombay to Colaba.

14. (a) [Upon the resumption of possession by the Secretary of State of any of the property referred to in Clause 14 of the Principal Contract, the same shall cease to form part of the undertaking.—*Added.* *Vide* Clause 5 of the Supplemental Contract, dated the 24th October 1913.]

* Added. *Vide* Clause 25 of the Supplemental Contract, dated the 24th October 1913.

[15. *If upon or after the completion of the said Nagda-Kotah-Muttra Railway or of the Bombay-Sind Railway, the Secretary of State shall desire to entrust to the Company the management and working of the same railways, or either of them, or any portion of the Bombay-Sind Railway, the Company shall undertake such management and working upon such terms as shall be agreed between the Secretary of State and the Company. In case the Secretary of State shall require a re-transfer of the Rajputana-Malwa Railway, and shall entrust to the Company the management and working of the Nagda-Kotah-Muttra Railway, the Godhra-Rutlam-Nagda section of the Rajputana-Malwa Railway (hereinafter called the Godhra-Rutlam-Nagda Railway) shall be amalgamated with the Nagda-Kotah-Muttra Railway, and the two railways as so amalgamated shall be worked by the Company. Any such agreement as aforesaid relating to the Nagda-Kotah-Muttra Railway shall contain special provisions in case of such re-transfer as aforesaid with regard to the amalgamation of the Nagda-Kotah-Muttra Railway and the Godhra-Rutlam-Nagda Railway, and the working by the Company of the two railways as so amalgamated—Cancelled. Vide Clause 4 of the Supplemental Contract, dated the 24th October 1913.*]

15 (a). [If the Secretary of State shall desire to entrust to the Company the management and working of the Bombay-Sind Railway, or any portion thereof, the Company shall undertake such management and working upon such terms as shall be agreed between the Secretary of State and the Company. —*Added. Vide Clause 6 of the Supplemental Contract, dated the 24th October 1913.*]

[16. *Upon the re-transfer to or resumption of possession by the Secretary of State of any railway or property the same shall cease to form part of the undertaking, and in the event of such re-transfer as aforesaid of the Rajputana-Malwa Railway the Godhra-Rutlam-Nagda Railway shall be deemed to have ceased to form part of the undertaking, notwithstanding the provisions of Clause 15 of this contract—Cancelled. Vide Clause 4 of the Supplemental Contract, dated the 24th October 1913.*]

17. If the Ahmedabad-Prantij Railway or the Ahmedabad-Dholka Railway or either of them shall cease to form part of the undertaking the Company shall during the continuance of this Contract, if the Secretary of State shall so require, continue to allow the share attributable to the Bombay, Baroda and Central India Railway of the rebate which under the contracts subsisting on the 31st of December 1905 with regard to the Ahmedabad-Prantij and Ahmedabad-Dholka Railways respectively, or such one of them as shall have ceased to form part of the undertaking, the Secretary of State was entitled to retain in respect of traffic interchanged between such last-mentioned railways, or such one of them as shall have ceased to form part of the undertaking, and the Bombay, Baroda, and Central India Railway and the Rajputana-Malwa Railway or either of them.

As to the Maintenance and Management of the Undertaking.

18. The Company shall keep the undertaking in good repair, in good working condition, and fully supplied, so far as is consistent with clauses 4 and 46, with rolling stock, plant, and machinery to the satisfaction of the Secretary of State. If the Company shall fail for the space of one calendar month to comply with any requirement in writing of the Secretary of State in regard to the matters aforesaid, or any of them, the Secretary of State may enter on the undertaking and execute all such works and provide all such rolling stock, plant, and machinery as may in his opinion be required for the purposes of the undertaking.

19. The Company shall keep the rolling stock, plant, and machinery belonging to the undertaking in good repair and in good working condition to the satisfaction of the Secretary of State.

20. The Company shall maintain a sufficient staff for the purposes of the undertaking to the satisfaction of the Secretary of State, and shall, if required so to do by the Secretary of State, continue all or any of the officers or servants of Government now engaged for the purposes of the Rajputana-Malwa Railway

in their present employments, the undertaking being charged with any contributions on account of pensions and furlough allowances which the Secretary of State may require to be paid to him on behalf of such officers or servants of Government employed by the Company, and no such persons, unless now liable to be discharged by the manager on his own responsibility, shall be discharged from their employment by the Company if after notice of the intention of the Company so to discharge them the Secretary of State shall object to such discharge. But the Company shall not be bound to continue the employment of any such officer or servant as aforesaid whose period of service may thereafter entitle him to a pension beyond the date at which he shall have become so entitled, and shall not be bound to continue the employment of any superintending engineer beyond the date at which he shall have earned his next increase of pension.

21. The Railway Board may from time to time, by notice in writing, require the Company to carry out any alteration or improvement in the undertaking or any addition thereto that may in the opinion of the Board be necessary for the safety of passengers or for the safety of the public, or for the effectual working of the undertaking, or for the accommodation of the traffic of any railways now or hereafter having junctions with any railway forming part of the undertaking. Such notice shall specify the alteration, improvement, or addition required, and shall also in general terms describe the works to be executed for the purpose of carrying out such alteration, improvement, or addition. On receiving any such notice the Company shall with all reasonable speed commence and proceed to execute the works described therein, the Secretary of State, so far as is consistent with clauses 4 and 46, supplying the necessary funds and providing any land that may be required for the purpose, the cost of such land being debited to the appropriate capital account. If in any case the Company shall neglect to proceed with the proposed works, or fail to complete the same to the satisfaction of the Railway Board the Secretary of State may enter on the undertaking and execute the said works.

22. The Secretary of State, so far as is consistent with clauses 4 and 46, shall provide and maintain, for the purposes of the undertaking, such a force of police as the Company, with the approval of the Secretary of State, shall from time to time require, with this qualification, that in case of difference between the Secretary of State and the Company as to the force required for the preservation of law and order, the determination of the question shall rest with the Secretary of State. The cost of providing and maintaining the force of police required for the purposes of the undertaking shall be taken to be as from time to time stated by the Secretary of State, and shall, subject to any modification to which the Secretary of State may hereafter agree, be defrayed in the following manner; that is to say, three-tenths shall be borne by the Secretary of State, and the remaining seven-tenths shall be treated as part of the working expenses of the undertaking.

As to the use and working of the Undertaking, and the conveyance of Traffic.

23. The Company shall cause to be run so many trains, at such times at such rates of speed, between such places and with such conveniences and accommodations as the Secretary of State shall from time to time require.

24 (1). The Secretary of State shall from time to time authorise maximum and minimum rates within which the Company shall be entitled to charge the public for services rendered by way of or in connection with the conveyance of passengers or goods on the undertaking, and shall prescribe the several classes and descriptions of passengers and goods to which such rates shall be respectively applicable, as well as the extent to which, within the maxima and minima so authorised, the Company may vary the said rates in respect of the distance or weight or special conditions under which such conveyance takes place or services are rendered.

(2) The Secretary of State shall give the Company not less than three months' previous notice in writing of his intention to make any change in the rates or classification so authorised and prescribed, and unless the Company shall assent to such change, it shall not be operative until the expiry of the said notice. Provided that when the Secretary of State shall declare that a change is necessary to meet a public emergency it shall suffice for him to give such shorter notice as he shall consider reasonable.

(3) In making charges to the public for services under this section the Company shall not, without the special sanction of the Secretary of State, calculate the same otherwise than in accordance with the rates authorised in the manner herein prescribed, or make any reduction by rebate or otherwise that will have the effect of bringing any rate actually paid below the minimum authorised in the manner herein stated. The term "goods" shall, as regards this clause and the next following clause, include everything conveyed on the undertaking, passengers only excepted.

25. The Railway Board may at any time require the Company to quote over the railways comprised in the undertaking such rates in respect of the conveyance of passengers and goods to and from western ports lying between Kurrachee and Bombay inclusive as may be necessary in the opinion of the Board to secure the carriage of trade to and from such ports on equal terms, and under this power the Board may require the quotation of a rate from stations of consignment to destination :—

(1) Where the route is entirely over the undertaking ;

(2) Where the route is only partly over the undertaking.

25 (a). [As from the 31st December 1911 the Company shall receive such percentage as the Railway Board may after full consideration of all the circumstances prescribe in lieu of 50 per cent. of the gross earnings due to the Delhi-Muttra section of the Agra-Delhi Chord Railway in respect of traffic between Delhi and Bombay carried by the Company *via* that section and the Nagda-Muttra Railway, and the agreement between the Company and the Great Indian Peninsula Railway Company, dated the 13th June 1910, shall be altered accordingly.—*Added.* *Vide* Clause 23 of the Supplemental Contract, dated the 24th October 1913.]

26. The Railway Board may from time to time require the Company to carry out any alteration or improvement in the working of the undertaking that may in the opinion of the Board be necessary for the convenience and safety of passengers or of the public, or for the more effectual working or development of the undertaking.

27. All services which the Secretary of State may require the Company to perform for the Post Office, the Military Department, the Police Department or any other Department, shall be

No. 68.

Pages 9-10.—Insert the following note below Section 27(a) :—

NOTE.—With effect from 6th January 1937 the yearly rental in respect of buildings provided for the Postal Department of the Government of India shall be payable at such rate or rates per cent. of the amount of Capital expenditure of the buildings and of the cost or value of the land occupied by such buildings whether or not the cost or value of such land has been treated as capital expenditure, as shall be in force for the time being on State Railways worked by the State.

(Section 1 of the Deed dated 6th January 1937.)

(No. 68 dated 27th April 1937 to the Book of Contracts relating to B. B. & C. I. Railway Volume I.)

(2) [The Secretary of State shall at any time before the determination of the Principal Contract by notice in writing so require, the Company shall forthwith, in accordance with the practice on State Railways, provide such suitable buildings for the Postal Department of the Government, with all requisite fittings, as the Secretary of State shall require, at such station or stations on any part of the undertaking (exclusive of the subsidiary lines) as may be specified in such notice. The cost of such buildings shall be deemed to be

capital expenditure on the undertaking, and shall be provided in accordance with clause 14 hereof, and the Postal Department shall pay for such buildings a yearly rental at the rate of $7\frac{1}{2}$ per cent. of the amount of the capital expenditure thereon, and at the rate of 4 per cent. of the cost or value of the land occupied by such buildings, which rental shall be deemed part of the gross earnings of the undertaking and be applied accordingly.—*Added. Vide Clause 24 of the Supplemental Contract, dated the 24th October 1915.*]

28. The Company shall convey [*gold and silver**] bullion and coin [*and copper coin**] belonging to the Government of India and the persons in charge thereof at special rates, to be from time to time approved by the Secretary of State.

29. The Company shall from time to time, upon the requisition of the Secretary of State, give precedence to the demands of the Government, whether for freight or passenger accommodation, over all ordinary traffic.

30. All stores intended to be used for the purposes of the undertaking shall be conveyed by the Company at rates to be approved by the Secretary of State, not being less than the actual cost of conveyance.

Capital.

31. All capital moneys required for the purposes of the Bombay, Baroda and Central India Railway and of the Rajputana-Malwa Railway, so long as it shall form part of the undertaking, shall, at the option of the Secretary of State, either be provided by him, at such rate of interest as shall from time to time be agreed upon, or be raised by the Company by the issue of further capital stock or of debentures or debenture stock, in such manner and on such terms as to interest or otherwise as the Secretary of State shall determine.

31(a). [Any moneys paid by the Secretary of State to the Company under clause 2 of these presents for the purposes of the discharge of debentures or redemption of debenture stock issued under these presents shall be deemed to be capital money provided by the Secretary of State under clause 31 of the principal contract for the purposes of the Bombay, Baroda and Central India Railway and of the Rajputana-Malwa Railway.—*Added. Vide Clause 3 of the Debenture Contract, dated the 15th October 1908.*]

As to Receipts, Payments, and Expenditure.

32. All moneys which shall be received by or on account of the Company in India in respect of the undertaking, or from the use and working of the telegraphs and telegraphic appliances provided for, or handed over to the Company under this Contract, shall at such times and in such manner as the Secretary of State may from time to time direct be paid without deduction into the Treasury of the Government of Bombay, or into such other Treasury or Treasuries as the Secretary of State may direct, to a separate account, and all moneys which shall be so received elsewhere than in India shall be paid into the Bank of England to the account of the Secretary of State.

33. All moneys required by the Company with the sanction of the Secretary of State for the purposes of the undertaking, so far as is consistent with clauses 4 and 46, shall be supplied to the Company by the Secretary of State according to such arrangements as shall from time to time be made between the Secretary of State and the Company.

34. All moneys expended by the Company on account of the undertaking and all other expenses of the Company in connection therewith, shall from time to time be stated and submitted to the Secretary of State for his sanction, and as between the Company and the Secretary of State shall be allowed only so far as the same shall from time to time have been sanctioned by the Secretary of State.

* Expunged. *Vide Clause 17 of the Supplemental Contract, dated the 24th October 1913.*

As to Accounts.

35. The Company shall keep all such accounts relating to the undertaking and to the subsidiary lines included therein, and all such accounts as between the Company and the Secretary of State as the Secretary of State shall from time to time require. Such accounts shall be kept in such form, and under such heads or divisions, and with such details as the Secretary of State shall from time to time prescribe. The said accounts, so far as the same are kept in India, shall be kept in rupees of the Government of India, and, so far as they are kept in England, shall be kept in sterling money. Such of the said accounts as are kept in England shall from time to time be transmitted by the Secretary of State to the Government of Bombay, and there incorporated in the accounts of the Company in India, each account for the purpose of such incorporation being converted into rupees at the prescribed rate of exchange.

36. For the purposes of these presents the prescribed rate of exchange shall be as follows :—

(a) Until altered by notice as hereinafter mentioned, the prescribed rate of exchange shall be the fixed rate of 15 rupees to the pound sterling.

(b) Either party hereto may give to the other of them in London twelve calendar months' notice in writing, expiring on the [*1st day of January**] 1st day of April in any year, requiring that as from the [*1st day of January**] 1st day of April on which such notice expires the average rate hereinafter mentioned shall be substituted for such fixed rate, and thereupon as from such [*1st day of January**] 1st day of April the prescribed rate of exchange shall be as follows; that is to say: The average rate of exchange obtained by the Secretary of State for bills payable on demand drawn on India during the half-year ending with the 30th June in any year.

No. 72

Page 11.—Insert the following as a note below clause 36 of the Principal Contract, dated 8th April 1907 :—

Note.—As from the 1st day of October, 1928, the rate of exchange for the conversion into rupees of receipts and payments in Sterling money and of interest charges in sterling money for any of the purposes of the Principal Contract as modified by the Supplemental Contracts shall be the uniform rate of one shilling and six pence for one rupee instead of the fixed rate of 15 rupees to the pound sterling mentioned above or of either of the average rates mentioned in clauses 3 and 4 of the Indenture of 19th November 1923. This rate will have no retrospective effect as regards conversions made before 1st October 1928 (*vide* Clauses 2 and 3 of the Deed, dated 25th April 1929).

(No. 72, dated 28th May 1938 to the Book of Contracts relating to B. B. & C. I. Railway).

37. Unless and until otherwise directed, the Company shall keep the following accounts as on and from the 1st day of January 1906 :—

A general working expenses account.

A gross receipts account.

A capital advance account.

A capital account for the Bombay, Baroda and Central India Railway.

A capital account for the Rajputana-Malwa Railway so long as the same shall form part of the undertaking.

A stores account.

Such accounts with relation to any of the subsidiary lines as may be required by the contracts or agreements for the time being relating thereto or the provisions hereinafter contained.

* Superseded with effect from the 1st April 1913. *Vide* last six lines of Clause 26 of the Supplemental Contract, dated the 24th October 1913.

of the 1st of lines of the exp. Page 12.—Introduce the following as a note below clause 38 (2) of the Principal Contract :—

Note.—As from the 1st day of April 1920, the accounts and statistics prepared and compiled by the Company for the purposes of the Principal Contract as varied by the Indenture of 24th October 1913 for submission to the Secretary of State shall be prepared and compiled and submitted to the Secretary of State yearly for the financial years of the Government of India instead of half-yearly.

This will also apply in respect of accounts and statistics for the subsidiary lines worked by the Company subject to the consent of any person or corporation if required in any contract.

(*Vide* clauses 1 and 2 of the Indenture, dated 19th November 1923.)

(No. 73, dated 28th May 1938 to the Book of Contracts relating to B. B. & C. I. Railway).
the then next or in any subsequent accounts as the Secretary of State may determine.

39. The gross receipts account of the undertaking shall commence as on the 1st of January 1906, and shall contain an account of all receipts on account of revenue, including therein all moneys received by the Company from the use and working of the telegraphs and telegraphic appliances used for the purposes of the undertaking, and in such account the gross receipts of the Bombay, Baroda and Central India Railway and of the Rajputana-Malwa Railway and of each of the subsidiary lines shall be kept separate and distinct. The gross receipts of the [Godhra-Rutlam-Nagda†] Godhra-Rutlam-Nagda-Muttra section of the Rajputana-Malwa Railway and of the Viramgam-Wadhwan section of the Bombay, Baroda and Central India Railway shall also be kept separate to allow of the inclusion of the former with the broad-gauge system and of the latter with the metre-gauge system for administrative and account purposes. The gross receipts account shall be made up half-yearly to the [30th of June*] 30th day of September and the [31st of December*] 31st day of March in each year, or to such other days as the Secretary of State shall from time to time prescribe, and the provisions hereinbefore contained relating to the submission, audit, settlement, and correction of the general working expenses account shall apply to the gross receipts account.

40. All moneys advanced by the Secretary of State for the purposes of the undertaking shall be entered in the capital advance account.

41. All moneys which shall be actually expended by the Company, or by the Secretary of State, upon works, rolling stock, plant, or machinery, the cost of which is chargeable to capital, and the value of all land provided by the Secretary of State after the 31st December 1905, for the purposes of the undertaking shall be entered in the appropriate capital account, which shall be made up and stated afresh as often as occasion shall require.

42. The Company shall so soon hereafter as may be reasonably possible make up and deliver to the Secretary of State an account of all stores in the hands of the Company or in course of delivery to the Company on the 1st of January 1906, and of the value of all stores included in such account. For the purposes of such account the stores shall be valued as on the 1st of January 1906, and in such valuation regard shall be had to the prescribed rate of exchange. As soon as possible after the [30th of June*] 30th day of September and the [31st December*] 31st day of March each year, or such other half-yearly days as the Secretary of State may from time to time prescribe, the Company shall make up and deliver to the Secretary of State an account of all stores in hand on the half-yearly day immediately preceding the making up of the account and of all stores used for the purposes of the undertaking

* Superseded with effect from the 1st April 1913. *Vide* last six lines of Clause 26 of the Supplemental Contract dated the 24th October 1913.

† Superseded. *Vide* Clause 13 of the Supplemental Contract, dated the 24th October 1913.

since the 31st December 1905, or since the date to which such stores account was last made up, as the case may be, showing the purposes for which such stores have been used. As often as any of the stores in hand shall be used for the purposes of the undertaking, the value of the stores so used as entered in the books of the Company shall be charged to the general working expenses account, or to the appropriate capital account, as the case may require, in accordance with the provisions in that behalf herein contained.

43. The stores in hand shall from time to time be revalued at such time or times as the Secretary of State shall direct, and in such manner as shall from time to time be agreed upon by the Secretary of State and the Company, and the value of the stores in hand as entered in the books of the Company shall be corrected in accordance with such revaluation. Any deterioration or loss that may be ascertained or discovered upon any revaluation shall be charged to the general working expenses account.

44. The question whether any expenditure incurred for the purposes of the undertaking is to be treated in the whole or in part as a charge incurred on capital account, or how the same is to be dealt with, shall be determined on the general principle that capital is to bear the cost of new works, of additional rolling stock, plant, and machinery [including telegraphic plant and appliances*] and of substantial improvements of and additions to old works, rolling stock, plant, and machinery [including telegraphic plant and appliances*] including the cost of any temporary new work, the construction of which is requisite for the construction of a work properly chargeable to capital, and that the cost of repairs, restorations, renewals, replacements, or substitutions is to be borne by revenue and charged to the general working expenses account. Provided nevertheless that any item of expenditure properly chargeable to capital in accordance with this principle, but not exceeding 2,000 rupees, may at the discretion of the Secretary of State be charged to revenue, but so that the aggregate expenditure charged to revenue on account of such items shall not exceed 25,000 rupees in any half-year, and provided also that except with the sanction of the Secretary of State no portion of the salaries or allowances of any of the Company's permanent supervising staff shall be chargeable to capital, although for the time being employed partly or wholly in directing or superintending work so chargeable, and that no expenses connected with the engagement or passage from or to England of any person in the Company's service shall be chargeable to capital, unless such person shall have been specially engaged to carry out work chargeable to capital, and actually employed upon such work.

45. If any difference shall arise between the Secretary of State and the Company as to the incidence of expenditure between the capital and revenue in any particular case, the matter in difference shall be referred to the decision of the joint auditor, if the Secretary of State and the Company shall have appointed such an officer; but in case a joint auditor shall not have been appointed, then the matter in difference shall be referred for final decision to the Company's auditor, or some other person to be named by the Company, and a Government Examiner of Railway Accounts, or some other person to be named by the Secretary of State, or in case of their being unable to agree, to a referee to be named by them. The costs of any such reference shall, unless the Secretary of State shall otherwise direct, be treated as part of the working expenses of the undertaking.

45 (a) [So soon as an inspecting officer acting on behalf of the Secretary of State shall have certified that either the Bayana-Agra branch of the Nagda-Muttra Railway or the Broach-Jambusar branch of the Bombay, Baroda and Central India Railway is ready and fit for the conveyance of passengers and goods, such branch shall be open for public traffic and shall thenceforth be deemed part of the undertaking and be worked, managed, and maintained by the Company upon the same terms and conditions in all respects as if such branch had on the 31st day of December 1911 formed part of the undertaking, and whole of the capital expenditure incurred in respect of such branch, whether

* Added. Vide paragraph 2 of Clause 25 of the Supplemental Contract, dated the 24th October 1913.

before or after the 31st December 1911, together with interest at the rate of $3\frac{3}{4}$ per cent. per annum on such capital expenditure during the construction of the branch, shall be added to the preferred capital of the Secretary of State hereinafter mentioned, subject nevertheless to the option given to the Company by clause 15 hereof.—*Added. Vide first fourteen lines of clause 8 of the Supplemental Contract, dated the 24th October 1913.*]

45 (b). [For the purpose of the division of the net receipts of the undertaking under the provisions in that behalf hereinafter contained the capital of the Secretary of State in the undertaking (including the Nagda-Muttra Railway, but excluding the subsidiary lines as defined in the Principal Contract) as on the 31st December 1911 is hereby agreed at 28,000,000*l.* of preferred capital and 10,500,000*l.* of deferred capital, and the Company's capital in the undertaking as at the same date is hereby agreed at 2,000,000*l.*, being the amount of the Company's ordinary stock at that date.—*Added. Vide clause 9 of the Supplemental Contract, dated the 24th October 1913.*]

45 (c). [As from the 31st December 1911 one general capital account shall be kept for the whole undertaking (excluding the subsidiary lines) in lieu of the two separate accounts for the Bombay, Baroda and Central India Railway and for the Rajputana-Malwa Railway directed to be kept in respect of the same railways by clause 37 of the Principal Contract.—*Added. Vide clause 10 of the Supplemental Contract, dated the 24th October 1913.*]

45 (d). [With a view to the division of the net revenue receipts between the Secretary of State and the Company under the provisions hereinafter contained the Company shall keep in addition to the accounts directed to be kept by clause 37 of the Principal Contract as hereby varied the following further accounts, that is to say :—

A Government capital account.

A Company's capital account.

(*Added.—Vide clause 11 of the Supplemental Contract, dated the 24th October 1913.*)]

45 (e). [In the Government capital account shall be entered the sum of 28,000,000*l.*, being the amount of the preferred capital of the Secretary of State on the 31st December 1911, and the sum of 10,500,000*l.*, being the amount of the deferred capital of the Secretary of State at the same date and there shall be added from time to time ~~to the same~~ of State in th

No. 74

the purposes to the 31st December 1911. Page 14.—Insert the following as a note below clause 45 (e) of the Principal Contract :—

- for the purpose of the purchase of stock issued by the Secretary of State for the purchase of the Government Capital Account.
- Note.—(i) The amount of the purchase money paid by the Secretary of State for Ahmedabad-Dholka Railway shall be entered in the Government Capital Account.
- (ii) As from the 1st April 1933, the sum of Rs. 10,00,00,000 part of the Outstanding Capital advances made by the Secretary of State which have been added to his Preferred Capital shall be converted from Preferred Capital into Capital bearing fixed interest at the rate of $4\frac{1}{2}$ per cent. per annum.
- (iii) To compensate the B., B. & C. I. Railway for the loss of net earnings owing to the transfer of the ownership of the Palanpur State Railway to the Palanpur Durbar, Rs. 5,94,618 should be deducted from the Secretary of State's Preferred Capital on 31st March 1934, i.e., from the opening balance on 1st April 1934.

State in respect of liabilities & from such pre-relinquishment same date.—*Added. 24th October 1933, dated 28th May 1938 to the Book of Contracts relating to B. B. & C. I. Railway).*

45 (f). [In the Company's capital account shall be entered the sum of 2,000,000*l.*, being the amount of the Company's ordinary stock on the 31st day of December 1911, and there shall be added from time to time to the Company's

capital in such account the nominal amount so far as paid up of all ordinary share or stock capital issued by the Company with the sanction of the Secretary of State subsequently to the 31st December 1911, and the amounts of any payments made by the Company to the Secretary of State under clause 15 hereof, but from these amounts shall be deducted any repayments made to the Company under clause 16 hereof. The whole amount for the time being to the credit of the Company's capital account shall, in regard to the division of net revenue receipts, be treated as preferred capital.—Added. *Vide clause 13 of the Supplemental Contract, dated the 24th October 1913.*]

45 (g). [Capital required for the purposes of the undertaking (exclusive of the subsidiary lines) after the 31st December 1911 shall, at the option of the Secretary of State, either be advanced by him (in which case he shall be at liberty to call on the Company subsequently to raise money for its repayment) or be provided by the Company by the issue, as the Secretary of State shall decide, of further ordinary stock or of debentures or debenture stock, in such manner and at such time and on such terms as to interest or otherwise as the Secretary of State shall determine, but in deciding how capital is to be supplied the Secretary of State shall, if so requested by the Company, agree to the issue by the Company from time to time of additional ordinary stock to such an amount as shall be necessary in order to maintain as nearly as possible, as between the preferred capital of the Secretary of State and the Company's capital, the ratio of 14 to 1 established as at the 31st December 1911 by clause 9 hereof.—Added. *Vide clause 14 of the Supplemental Contract, dated the 24th October 1913.*]

45 (h). [At any time when the ratio of the preferred capital of the Secretary of State to the amount to the credit of the Company's capital account shall be greater than 14 to 1, the Company shall be at liberty at convenient dates to pay to the Secretary of State in London from any funds belonging to it (other than moneys derived from an issue or issues of ordinary stock, debentures or debenture stock) any sum or sums in repayment of capital advanced by the Secretary of State under clause 14 hereof not exceeding the amount necessary to reduce the said ratio to 14 to 1.—Added. *Vide clause 15 of the Supplemental Contract, dated the 24th October 1913.*]

45 (i). [Any capital provided by the Company under clause 14 hereof shall be applied in the first place in repayment *pari passu* in proportion to the respective amounts thereof of any capital advanced by the Secretary of State under the same clause and not repaid to him and of any sum or sums which shall have been paid by the Company to the Secretary of State under clause 15 hereof. Added. *Vide clause 16 of the Supplemental Contract, dated the 24th October 1913.*]

45 (j) [From the time when any moneys raised by the Company by an issue of debentures or debenture stock made with the sanction of the Secretary of State for the purposes of the undertaking shall have been paid to the credit of the Secretary of State at the Bank of England until all such moneys (so far as they shall not have been applied in repayment of advances made by the Secretary of State under clause 14 hereof) shall have been paid by the Secretary of State to the Company, the Secretary of State shall credit to the net receipts of the undertaking on the 30th day of September and the 31st day of March in each year interest for the half-year ending on such day, or as respects the first of such half-yearly credits for the period which shall have elapsed since the payment of any such moneys to the credit of the Secretary of State at the Bank of England, at the rate hereinafter mentioned on the average balance for such half-year of such moneys in the hands of the Secretary of State, and not so applied as aforesaid, such average balance to be calculated month by month and the average amount for each month being taken to be one-half of the sum of the amounts of such balances on the first day and the last day of the month, respectively, but so that as regards the first of such months the day on which any such moneys shall first have been paid to the credit of the Secretary of State shall be substituted for the first day thereof. The rate of interest referred to in this clause shall be the average rate actually received by the holders of the said debentures or debenture stock on the moneys expended by them in taking up such debentures or debenture stock, regard being had to the issue

price thereof and to any discount allowed on moneys paid in advance.—*Added.*
Vide clause 19 of the Supplemental Contract, dated the 24th October 1913.]

Terms on which subsidiary lines are to be worked.

46. Each of the subsidiary lines, so long as it shall form part of the undertaking, shall be worked by the Company on the same terms and conditions as are contained in the Contracts in that behalf subsisting on or immediately before the 31st December 1905, subject to any modifications which may from time to time be made therein with the concurrence of the Secretary of State, provided that the sum payable to the Company under such Contracts in respect of such subsidiary line, less any deductions to be made therefrom under the same Contracts, shall be dealt with in the manner shown in clause 50 of these presents.

47. Clause 22 of the Contract of the 18th July 1902 (referred to in the schedule) shall, as from the date thereof, be read and construed as referring to the Indenture of the 1st February 1901 (also referred to in the schedule) instead of the Indenture of the 25th day of March 1902.

As to the Working Expenses, and the application of the receipts of the Undertaking.

48. The working expenses of the undertaking shall be paid out of the gross receipts of the undertaking, and shall so far as possible be borne by the gross receipts of the half-year to which such working expenses are properly attributable.

49. Working expenses shall include all costs and expenses incurred by the Company, with the sanction of the Secretary of State, in or about the maintenance, management, and working of the undertaking, and all other sums, if any, proper to be allowed out of revenue in connection with the maintenance, management, or working of the undertaking, or in connection with the conduct of the affairs of the Company, and which shall be sanctioned by the Secretary of State.

In the working expenses of the undertaking there shall be reckoned :—

- (1) Such sum or sums of money as shall from time to time be agreed upon between the Secretary of State and the Company, as proper to be allowed in respect of the rent of the Company's office in London, office expenses, director's fees, and salaries of clerks and servants.
- (2) So much of the cost of providing and maintaining a police force for the purposes of the undertaking as is not hereby agreed to be borne by the Secretary of State.
- (3) All expenditure incurred by the Company with the sanction of the Secretary of State, or by the Secretary of State, in keeping the undertaking in good repair and in good working condition, so far as is consistent with clauses 4 and 46, and fully supplied with rolling stock, plant, and machinery, except such part, if any, of such expenditure as may be charged to capital.
- (4) All expenditure incurred by the Company with the sanction of the Secretary of State in keeping the rolling stock, plant, and machinery belonging to the undertaking in good repair and in good working condition.
- (5) All expenditure incurred by the Company with the sanction of the Secretary of State, or by the Secretary of State, in the execution of any works chargeable to revenue.
- (6) In respect of every half-year after that ending on the 31st December 1905, a sum in rupees equal to the product of 40 multiplied by the mean mileage of railways worked by the Company under this

Contract during such half-year, to cover the costs and charges of and incidental to, the supervision and control of the Company by the Secretary of State.

(7) The amount which the Company shall pay under clause 11 of this Contract in respect of charges of the Government Telegraph Department for rent, maintenance, and inspection of the telegraphs and telegraphic appliances provided for the exclusive use of the Company.

(8) All expenditure incurred by the Company, with the sanction of the Secretary of State, in maintaining the telegraphic machinery, works, instruments, and appliances [provided or—*Added. Vide paragraph 3 of clause 25 of the Supplemental Contract, dated 24th October 1913*] used by the Company for the purposes of the undertaking in good repair and good working condition.

(9) Such sums as under the provisions of clause 20 of this Contract ought to be charged against the undertaking.

(10) All moneys from time to time contributed by the Company, with the sanction of the Secretary of State, for the purposes of such Provident Fund as hereinafter mentioned, which the Secretary of State shall from time to time allow to be included amongst working expenses.

(11) All such reasonable legal expenses incurred by the Secretary of State or the Company as the Secretary of State shall require or allow to be charged to account of revenue.

(12) All such other expenses as the Secretary of State and the Company agree to treat as part of the working expenses of the undertaking.

49 (a). [In consideration of the heavy outlay which must shortly be incurred on the renewal and strengthening of the railroad and bridges and other special works, the Secretary of State and the Company shall agree on a schedule of special works of improvement of which the estimated aggregate cost exclusive of expenditure ordinarily charged to the capital shall not exceed Rs. 2,00,00,000, and thereupon the following provisions shall have effect :—

(a) In any half-year in which the expenditure (other than expenditure ordinarily charged to capital) on works included in such schedule shall exceed Rs. 10,00,000, the amount of the excess shall be charged in the first instance to a special section of the capital suspense account.

(b) In any half-year in which the expenditure (other than expenditure ordinarily charged to capital) on works included in such schedule shall fall short of Rs. 10,00,000, the amount of the deficiency shall be transferred from the special section of the capital suspense account to the account of expenditure chargeable to revenue.

(c) For the purpose of calculating the division of net receipts between the Secretary of State and the Company, the amount outstanding from time to time in the special section of the capital suspense account shall be treated as though it represented capital advanced by the Secretary of State for the purposes of the undertaking (excluding the subsidiary lines) subsequently to the 31st December 1911.—*Added. Vide clause 22 of the Supplemental Contract, dated the 24th October 1913.*]

50. [The following provisions shall have effect with regard to the application of the receipts of the undertaking :—

(a) From the gross receipts of the undertaking in each half-year shall be deducted the working expenses of the undertaking, and all other charges to revenue account properly attributable to such half-year ;

and the remainder, together with the interest to be credited by the Secretary of State under clause 19 of the Supplemental Contract of the 24th October 1913, shall be the net receipts of the undertaking for such half-year.

(b) From such net receipts shall be deducted the total of the following sums :—

(1) The amount by which the gross earnings for such half-year of the subsidiary lines forming part of the undertaking shall exceed the sums payable to the Company in respect of the working of such subsidiary lines.

(2) Allowances for rebate and direction and other deductions referred to in section 46.

(c) The residue of the net receipts of the undertaking for each half-year after the deduction mentioned in sub-clause (b) shall be applied in the following manner and in the following order :—

(i) In repayment to the Secretary of State in rupee currency (calculated at the prescribed rate of exchange) of the interest payable by the Secretary of State for such half-year on any debentures or debenture stock of the Company which shall have been created and issued with the sanction of the Secretary of State after the 31st December 1905.

(ii) In the next place, in payment to the Secretary of State and the

No. 83.

Page 18.—Clause 50 as substituted by clause 20 of the Supplemental Contract, dated 24th October 1913—

(i) Introduce the following as a note below sub-clause (C) (iv) as renumbered by correction slip No. 82 :—

“NOTE.—The provision of this paragraph will have no effect if in view of clauses 1 and 2 of Indenture, dated the 19th November 1923, the accounts of a line are compiled yearly.”

(ii) Introduce the following as a note below sub-clause (C) (v) as renumbered by correction slip No. 82 :—

“NOTE.—In the case of lines whose accounts are compiled yearly the question of aggregating the residue of net receipts for the two half years shall not arise.”

(No. 83, dated 10th October 1939, to the Book of Contracts relating to B., B. and C. I. Railway, Volume I.)

net receipts under the preceding paragraphs of this sub-clause.

(iv) If the aggregate of such residue as aforesaid of the net receipts attributable to the two half-years of any year shall exceed the aggregate amount of the payments chargeable thereon under paragraphs (i), (ii) and (iii) of this sub-clause, the surplus thus arising shall be first applied in payment of interest for the year at the rate of 4 per cent. on the amount for the time being of the deferred capital of the Secretary of State, and the balance, if any, thereafter remaining shall be divided between the Secretary of State and the Company in proportion to the average amounts during the year as calculated month by month standing to the credit of the Secretary of State and the Company respectively in the Government capital account and the Company's capital account respectively, including in the capital of the Secretary of State both his preferred and his deferred capital. In the calculation of the average amounts of the capital of the Secretary of State and the Company respectively the average amount for any month shall be taken to be one-half of the sum of the respective amounts of such capital on the first day and the last day of the month, respectively.

- (v) Any moneys which the Company shall be entitled to receive under this sub-clause shall be receivable by the Company in India and not elsewhere.—*Substituted. Vide clause 20 of the Supplemental Contract, dated the 24th October 1913.*

[50. *The following provisions shall have effect with regard to the application of the receipts of the undertaking :—*

(a) *From the gross receipts of the undertaking in each half-year shall be deducted the working expenses of the undertaking, and all other charges to revenue account properly attributable to such half-year, and the remainder shall be the net receipts of the undertaking for such half-year.*

(b) *From such net receipts shall be deducted the total of the following sums :—*

(1) *The amount by which the gross earnings for such half-year of the subsidiary lines forming part of the undertaking shall exceed the sums payable to the Company in respect of the working of such subsidiary lines.*

(2) *Allowances for rebate and direction and other deductions referred to in section 46.*

(c) *So long as the Rajputana-Malwa Railway shall form part of the undertaking the residue of the net receipts of the undertaking for each half-year after the deduction mentioned in sub-clause (b) shall be applied in the following manner and in the following order :—*

(1) *In payment to the Secretary of State of the sum of Rs. 1,00,00,000.*

(2) *In repayment to the Secretary of State in rupee currency (calculated at the prescribed rate of exchange) of the interest (if any) payable by the Secretary of State in respect of such half-year on any capital stock of the Company created and issued with the sanction of the Secretary of State after the 31st December 1905 in excess of the 2,000,000l. mentioned in clauses 6 and 7 of these presents, and of the interest on any debenture stock or debentures of the Company created and issued with the like sanction after the said date, and of the interest (at the rate agreed to between the Secretary of State and the Company) on any outstanding amount provided by the Secretary of State for capital expenditure on the undertaking after the said date.*

And interest paid by the Secretary of State to the Company under

No. 80.

Pages 19—20. *Cancel Addendum No. 75, dated 28th May 1938.*

(No. 80, dated the 5th September 1939 to the Book of Contracts relating to B. B. & C. Railway, Volume I).

either half-year in any calendar year, and applicable in the manner mentioned in 50.

No. 75

Pages 19-20.—(i) Introduce the following as a note below clause 50-C. (3) of the Principal Contract as substituted by clause 20 of the Supplemental Contract, dated 24th October 1913 :—

Note.—The provisions of this paragraph will have no effect if in view of clauses 1 and 2 of the Indenture dated 19th November 1923, the accounts of a line are compiled yearly.

(4) *If the aggregate of such residue as aforesaid of the net receipts attributable to the two half-years in any calendar year and applicable in the manner mentioned in paragraphs (1) and (2) of this sub-clause shall exceed the aggregate amount of the*

payments chargeable thereon under the same paragraphs, the surplus arising from such excess of such residue of net receipts over payment shall, subject to the proviso hereinafter contained, belong as to nine equal tenth parts thereof to the Secretary of State, and as to one equal tenth part thereof to the Company. Provided that if one equal tenth part of the whole amount of such surplus shall in any year exceed $\frac{1}{2}$ per cent. on the average amount of the capital stock of the Company in existence during the year, then the share of the Company in such surplus shall be one equal tenth part of so much of such surplus as shall be required to make the Company's one-tenth share thereof $\frac{1}{2}$ per cent. on the average amount of the capital stock of the Company in existence during the year, and one equal fifteenth part of

following as a note below clause 50-C. (4) of the substituted by clause 20 of the Supplemental Contract 1913:—

lines whose accounts are compiled yearly the question of the residue of net receipts for the two half years shall not arise.

the Secretary of State shall be the same as shall not belong to the Company shall, with the increase its new stock capital of 1913 hereof, and issue further shares of the surplus shall be the Secretary of State and the

to the Book of Contracts relating to B. B. & C. I. Railway).

(c) Any moneys which the Company shall be entitled to receive from the Secretary of State under the last preceding paragraph shall be receivable by the Company in India and not elsewhere.

(d) After the Rajputana-Malwa Railway shall have ceased to form part of the undertaking such residue as aforesaid of the net receipts of the undertaking shall be applied in the same manner as is provided by sub-clause (c) of this clause, save and except that the sum to be paid to the Secretary of State as provided by paragraph 1 of the same sub-clause shall be reduced to Rs. 35,00,000—Cancelled. Vide clause 20 of the Supplemental Contract, dated 24th October 1913.]

51. [The amount of the interest payable by the Secretary of State to the Company in respect of any half-year under clause 7 of the Principal Contract as hereby varied shall be deducted from the interest at the rate of 4 per cent., per annum payable to the Company in respect of the same half-year under the last preceding clause and shall be retained by the Secretary of State.—Substituted. Vide Clause 20 of the Supplemental Contract, dated the 24th October 1913.]

[51. The sums paid to the Company under sub-clauses (c) and (d) of clause 50 shall be in addition to the interest at the rate of 3 per cent. per annum which is to be paid by the Secretary of State on the capital of 2,000,000l. and to the interest (if any) payable by the Secretary of State on capital stock created and issued after the 31st December 1905 in excess of the 2,000,000l. mentioned in clauses 6 and 7 of these presents, and in case the additional sum payable to the Company under sub-clause (c) or sub-clause (d) of the said clause shall in any of the years 1906, 1907 and 1908 be less than one-half per cent. on the average amount of the capital stock of the Company in existence during the year, the Secretary of State as soon after the close of such year as such deficiency shall have been ascertained shall pay to the Company the amount of such deficiency—Cancelled. Vide clause 20 of the Supplemental Contract, dated 24th October 1913.]

As to Running Powers and other Facilities and Accommodation for other Railway Companies and State Railways.

52. The Secretary of State may from time to time require the Company to execute work in their workshops, in respect of rolling stock and machinery

belonging to State railways, at such reasonable prices and upon such terms as shall be agreed upon between the Secretary of State and the Company, but so nevertheless as not to impede or unduly interfere with the ordinary operations of the Company as carried on therein.

53. The Railway Board shall have power to require the Company to grant to other railway administrations such running powers over or joint control in the working of such sections of the undertaking as the Board may think fit, and the Company shall grant such powers on such terms as the Board may, after full consideration of the circumstances, prescribe.

54. The Secretary of State may from time to time, when he shall be of opinion that it is desirable so to do for the public convenience, require the Company to enter into, and on the request of the Company will assist them in entering into agreements, upon reasonable terms as to payments and under reasonable conditions and restrictions with the administrations of any other railway or railways having junction with the undertaking ["or with any railway worked by the Company".—*Added. Vide clause 21 of the Supplemental Contract, dated the 24th October 1913*] for the following purposes, or any of them:—

- (a) For the supply to one another of any rolling stock which shall not be required for their own purposes respectively.
- (b) For the interchange of traffic and rolling stock, and the settlement and apportionment of through rates and charges for interchanged traffic.
- (c) For additions or alterations to or for the redistribution of existing accommodation in junctions or other stations and their appliances, in view to their convenient use for the accommodation of one another's traffic, rolling stock, or working staff.

As to the Construction and Working of Auxiliary or Branch Railways.

55. The Secretary of State may require the Company to construct any auxiliary or branch railway of any gauge in connection with any railway forming part of the undertaking, and to work any auxiliary or branch railway of any gauge in connection with any railway forming part of the undertaking, whether constructed by the Company or not, either as agents of the Secretary of State or as part of the undertaking, as the Secretary of State may determine, upon such terms and conditions as may in each case be agreed upon between the Secretary of State and the Company.

The Company to comply with the requirements of the Secretary of State and Railway Board.

56. The Company shall with all reasonable speed comply with all such requirements as the Secretary of State or the Railway Board shall from time to time make in accordance with this Contract.

57. Every order of the Railway Board under clauses 21, 25, 26 and 53 of these presents shall be conclusive as against the Company unless the Secretary of State shall consent to its being referred to arbitration.

As to the Supervision and Control of the Secretary of State and the appointment of a Government Director.

58. In all matters relating to the undertaking, and not herein specially provided for, the Company shall be subject to the supervision and control of the Secretary of State.

59. For the purpose of inspecting the undertaking and auditing the accounts of the Company, or otherwise exercising such supervision and control as are intended to be reserved to the Secretary of State by this Contract, the Secretary of State may from time to time appoint such person or persons as he may think proper, with such powers as he may consider necessary or

expedient, and the Company shall afford every person so appointed all reasonable facilities for the purpose of enabling him to perform the duties entrusted to him by the Secretary of State.

60. The Company shall record and keep in proper books full and particular accounts of all their transactions and proceedings, including full and true minutes of all their meetings, meetings of directors, communications with India, and correspondence, so as at all times to exhibit fully and truly the state of their affairs; and the Secretary of State, or any person or persons appointed by him in that behalf, shall at all reasonable times have free access to all the books, accounts, papers, and documents of the Company relating to the undertaking (except communications between the Company and their legal advisers), with power to call for or make copies of or extracts from the same.

61. The Secretary of State may from time to time appoint any one person to be a director of the Company. The Government director shall be *ex officio* a member of all committees appointed by the Board of Directors of the Company or by the Company in relation to the undertaking, or any matter connected therewith, and he may, moreover, exercise at his discretion an absolute right of veto in all proceedings whatever at the Board of Directors. The Government director shall not be removable, except by the Secretary of State. The Secretary of State may from time to time, as often as occasion shall require, appoint a person to represent the Government director at any meeting of the Board, or at any committee meeting at which the Government director may not be present; and the person so appointed shall have all such rights and may exercise all such powers as the Government director, if present, would have had or might have exercised.

Miscellaneous Provisions.

62. The Company shall not, during the continuance of this Contract, without the sanction in writing of the Secretary of State, borrow or raise any moneys, but this stipulation shall not necessitate the sanction of the Secretary of State to the borrowing of money by the Company at a reasonable rate of interest for *bond fide* temporary purposes.

63. The Company shall not, during the continuance of this Contract, without the sanction of the Secretary of State in writing first obtained, engage in or carry on any business other than the business which is the subject of this Contract.

64. The Company shall not, during the continuance of this Contract, without the sanction of the Secretary of State in writing first obtained, acquire any property in India. If the Company shall in contravention of this clause acquire any property, such property shall not be disposed of by the Company without the sanction in writing of the Secretary of State, and the Secretary of State may at any time during the continuance of this Contract, or within one calendar month after the determination thereof, purchase such property from the Company at the price actually paid by the Company for the same; and if the purchase money for such property shall be paid to the Company during the continuance of this Contract the expenditure shall be carried to the capital account of the undertaking.

65. If in the opinion of the Secretary of State any land in the possession of the Company is not required for the purposes of the undertaking, the Secretary of State shall certify such his opinion to the Company. Upon receipt of such certificate, or so soon thereafter as may be, the Company shall state in writing whether they acquiesce in the opinion of the Secretary of State, or whether they object thereto, and if so the grounds of their objection. If no objection is stated by the Company, or if the grounds of their objection, if any, are not in the opinion of the Secretary of State sufficient, the land in question shall upon the requisition of the Secretary of State be restored to him, and thereupon the value of such land, if entered in the capital account, shall be written off such account.

66. The Company shall from time to time make such returns and furnish such statistics, in such form, and under such heads and divisions, and with such details, as the Secretary of State may from time to time require. The costs of preparing such returns and statistics and incidental thereto shall be treated as part of the working expenses of the undertaking.

67. The Secretary of State shall promote the passing by the Legislature in India of any Act or Acts which may be required to enable the Company to carry into effect this Contract.

68. No claim shall be made upon the Secretary of State by the Company for compensation in respect of the prejudicial effect upon the undertaking or the profits thereof of any Act of the Indian Legislature of general applicability for the time being in force, and the Company and the undertaking shall be subject to the provisions of every such Act, and no claim shall be made upon the Secretary of State by the Company for compensation in respect of the prejudicial effect upon the undertaking of any treaty, convention, or agreement for the time being in force between the Secretary of State and the Government of any allied tributary or foreign state, although such treaty, convention, or agreement may not be of general applicability, and the Company and the undertaking shall be subject to the provisions of every such treaty, convention, or agreement as mentioned in this clause.

69. No communication or negotiation of any kind in respect of any matter whatever shall be made or conducted by or on behalf of the Company to or with the Government of any allied tributary or foreign state or with any officials of any such Government as last aforesaid, except under the control of the Government of India, and in such manner and under such rules as the Government of India shall from time to time direct in that behalf.

70. The Company shall maintain and manage a new Provident Fund for the benefit of the servants of the Company in accordance with the rules for the time being authorised by the Government of India. The balances standing to the credit of any members of the former Provident Fund of the Company on the 31st of December 1905 who shall be retained by the Company in their present employment shall be credited to their respective accounts in the new Provident Fund.

71. The Company may, if they think it expedient, and shall, if required by the Secretary of State, maintain and manage a savings bank for the benefit of the servants of the Company upon such terms and under such rules and regulations as shall from time to time be approved by the Secretary of State.

72. Any notice, direction, requisition, appointment, certificate of opinion, approval, or sanction to be given or signified on the part of the Secretary of State for any of the purposes of this Contract shall be sufficient and binding if in writing signed by the Secretary of State or one of his under secretaries, or his assistant under secretary, or by a Secretary of Government at Bombay, or by any other officer or servant duly authorised to act on behalf of the Secretary of State in respect of the matters to which the same shall relate; and except as hereinafter provided the Secretary of State shall not in any case be bound in any respect of the matters aforesaid, unless by some writing signed in the manner before mentioned.

73. Any such notice, direction, requisition, appointment, certificate of opinion, approval, or sanction as mentioned in the last preceding clause may also be given or signified on behalf of the Secretary of State through the Railway Board, and in that case shall be in writing signed by the Secretary of the Board. Orders or requirements of the Board made for the purposes of clauses 21, 25, 26 and 53 of this Contract shall also be in writing, signed by its secretary.

74. If the Railway Board shall be abolished, any authority appointed in its place may exercise the powers reserved to the Board by this Contract, and the Secretary of State may also act through such authority.

75. The Company shall at all times during the continuance of this Contract keep an office established at Bombay, and shall keep at the said office an authorised agent or committee of agency, with whom the Secretary of State and the Government in India, and the Railway Board or other officer or officers deputed in that behalf, may communicate on affairs concerning the undertaking, and all drafts drawn and receipts given by the said agent or committee of agency or under his or their authority on behalf of the Company concerning the undertaking and the affairs thereof shall be binding on the Company, and every notice to be given to the Company shall be sufficiently given if left at the said office, or personally served on the said agent, or any member of the said committee of agency.

As to the determination of the Contract.

76. On the determination of this Contract the Company shall give the Secretary of State possession of the undertaking, together with the rolling stock, plant, and machinery belonging thereto, and all stores in hand or in course of delivery on that day, and all plans, books, surveys, sections, printings, writings, and documents whatsoever in anywise connected with the undertaking, and all telegraphic machinery, works, instruments, and appliances, and other property, if any, belonging or appertaining thereto; and the Secretary of State shall thereupon pay to the Company in sterling in London the equivalent at par of the capital stock of the Company and shall be bound to indemnify the Company, their property and effects, against all such debts and liabilities, if any, as they may have incurred with the sanction of the Secretary of State and which shall be then subsisting, and thereupon this Contract shall determine without prejudice to the rights of either party against the other in respect of any covenant herein contained which may have been previously broken.

76(a). [If the Principal Contract shall be duly determined before the discharge of debentures or the redemption of debenture stock issued under these presents the Secretary of State shall be deemed to stand in the place of the Company so far as regards the subsequent liability on the debentures and debenture stock respectively (both as regards principal and interest), and the right to give notice of redemption of and to redeem such debenture stock, and thereupon the Company shall be discharged from any liability to the holders of any such debentures or debenture stock issued under these presents.—*Added. Vide Clause 5 of the Debenture Contract, dated the 15th October 1908.*]

Arbitration.

77. If the Secretary of State and the Company shall fail to agree touching any matter with respect to which their agreement is required by this Contract, or if in any case not herein specially provided for any dispute, question, or controversy shall at any time arise between the Secretary of State and the Company touching these presents, or any clause or thing herein contained, or the construction hereof, or any matter connected with these presents, or the operation hereof, or the rights, duties, or liabilities of either party in relation to the premises, then and in every such case the matter as to which the Secretary of State and the Company shall fail to agree or the matter in difference, as the case may be, shall be referred to arbitration in manner hereinafter provided; that is to say:—

- (1) All matters which relate to or involve for the proper determination thereof any dispute, question of fact, or other matter for the determination of which it is necessary or expedient to examine witnesses in India, or produce other evidence which is in that country shall be referred to two arbitrators in India (one to be appointed by each party), pursuant to and so as with regard to the mode and consequences of the reference, and in all other respects to conform to the Indian Arbitration Act, 1899, or other the law for the time being in force in British India relating to arbitration.

- (2) All other matters shall be referred to two arbitrators in England (one to be appointed by each party), pursuant to and so as with regard to the mode and consequences of the reference, and in all other respects to conform to the Arbitration Act, 1889, or other the law for the time being in force in England relating to arbitration.
- (3) Provided always, that if the parties fail to agree as to which of the two provisions for arbitration hereinbefore contained is applicable to any matter or matters, such matter or matters shall be referred to two arbitrators in England in accordance with the provisions contained in the second sub-clause of this clause.
- (4) Provided also, that if at any time after any such matter or matters shall have been referred to arbitration in England or India (as the case may be) it shall appear that such matter or matters, or any of them, ought in accordance with provisions hereinbefore contained to have been referred to arbitration in the other of such countries, the arbitrator shall (unless the parties otherwise agree) proceed in the country originally named as the place for such arbitration, and in accordance with the provisions hereinbefore contained relating to arbitration in that country, and the arbitrators or arbitrator or umpire (as the case may be) shall have full power to hear and determine all the matters in difference so referred to arbitration.

In witness whereof SIR PHILIP PERCEVAL HUTCHINS, K.C.S.I., and SIR DENNIS FITZPATRICK, K.C.S.I., being two members of the Council of India, have hereunto set their hands and seals, and the Bombay, Baroda and Central India Railway Company have hereunto caused their common seal to be affixed, the day and year first above written.

Signed, sealed, and delivered by the
said two members of the Council
of India in the presence of—
W. H. TREASURE,
India Office.

PHIL. P. HUTCHINS.

L.S.

D. FITZPATRICK.

L.S.

The common seal of the Bombay,
Baroda and Central India Rail-
way Company was hereunto affixed
in the presence of—

W. S. BISSET,
W. R. LAWRENCE, } Directors.
W. V. CONSTABLE, Secretary.

Seal of the
Bombay, Baroda
and Central
India Railway
Company.

The SCHEDULE above referred to.

<i>Name of Line.</i>				<i>Date of Contract.</i>
Ahmedabad-Prantelj Railway	...	...	...	4th June 1896.
Tapti Valley Railway	...	...	...	30th October 1896.
Ahmedabad-Dholka Railway	...	...	...	18th July 1902.
All the above Railways	...	...	...	1st February 1901.

Dated 8th April 1907.

THE SECRETARY OF STATE IN
COUNCIL OF INDIA

AND

THE BOMBAY, BARODA AND
CENTRAL INDIA RAILWAY
COMPANY.

C O N T R A C T

AS TO THE

Maintenance, Management, and Working
of the Bombay, Baroda and Central
India Railway, the Rajputana-Malwa
Railway, and other subsidiary Railways
by the Bombay, Baroda and Central
India Railway Company.



Stamp
10s.

THIS INDENTURE made the 15th day of October 1908, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called "the Secretary of State") of the one part, and THE BOMBAY BARODA AND CENTRAL INDIA RAILWAY COMPANY (hereinafter called "the Company") of the other part, and supplemental to an Indenture dated the 8th April 1907, and made between the Secretary of State of the one part and the Company of the other part (hereinafter called "the principal Contract"), being Contract for the maintenance, management, and working of the Bombay Baroda and Central India Railway and the Rajputana-Malwa Railway and other subsidiary railways.

WHEREAS the Secretary of State may from time to time authorise the Company to raise capital moneys for the purposes of the principal Contract by the issue of debentures or debenture stock.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared as follows :—

1. The money to be raised by the Company by any debentures or debenture stock that may be issued with the sanction of the Secretary of State, shall, when raised, be forthwith paid and transferred to the credit of the Secretary of State at the Bank of England for the purposes of the Bombay Baroda and Central India Railway and of the Rajputana-Malwa Railway, but no such debentures or debenture stock shall be issued except subject to such terms and conditions and in such form as may from time to time be approved by the Secretary of State. Every certificate for such debenture stock and every prospectus relating to any such debentures or debenture stock shall be in such form as shall have been previously approved by the Secretary of State.
2. The Secretary of State, will as often as and when the half-yearly or other interest payable in respect of any debentures or debenture stock that may be sanctioned and issued as aforesaid, or in respect of any portion of such debentures or debenture stock, shall become due, pay in London in sterling out of the revenues of India to the Company the aggregate amount of such interest as a fund to meet and provide for the payment of such interest to the persons entitled thereto, and will, on the respective days on which the principal moneys represented by such debentures or debenture stock shall, according to the terms of the debentures or in the case of debenture stock, of the terms of issue thereof, be payable, and so as duly to provide for the payment of such principal moneys to the persons entitled thereto when respectively due, pay in London in sterling to the Company the amount of the principal sums payable on such respective days; and the moneys so to be paid to the Company under this clause shall be paid to and received by it for the respective holders for the time being of the said debentures or debenture stock, and placed by the Company in the Union of London and Smith's Bank or some other bank to be agreed upon, to an account to be called "The Bombay Baroda and Central India Railway Company's Debenture Capital Account," and shall be applied to the respective payments of such interest and principal accordingly, and to no other purpose. The moneys payable under this clause to the Company as aforesaid shall be paid without regard to any set-off, lien, charge, claim, or equity which the Secretary of State may have against the Company. Provided always, that in every case in which the holder of any debentures or debenture stock shall not, within a period of twelve calendar months after the principal moneys payable in respect of such debentures or debenture stock shall have become payable, have applied for the payment of such moneys, then such moneys shall be carried to the account of the Secretary of State, and in every case in which any interest payable in respect of any of the said debentures or debenture stock shall be unclaimed for a period of two years after the same shall have become due, such interest shall also be carried to the account of the Secretary of State. And the Secretary of State hereby undertakes to indemnify and hold harmless the Company against all claims in respect of principal or interest which

shall have been so carried to the account of the Secretary of State as being unclaimed within such respective periods as aforesaid, and generally against all liability incurred or to be incurred by the Company by reason of their acting on the foregoing proviso.

3. Any moneys paid by the Secretary of State to the Company under clause 2 of these presents for the purposes of the discharge of debentures or redemption of debenture stock issued under this presents shall be deemed to be capital money provided by the Secretary of State under clause 31 of the principal Contract for the purposes of the Bombay Baroda and Central India Railway and of the Rajputana-Malwa Railway.

4. Any interest paid by the Secretary of State to the Company under clause 2 shall be a charge on and shall be payable to the Secretary of State out of the receipts of the undertaking under sub-section (c) 2 of clause 50 of the principal Contract.

5. If the principal Contract shall be duly determined before the discharge of debentures or the redemption of debenture stock issued under these presents the Secretary of State shall be deemed to stand in the place of the Company so far as regards the subsequent liability on the debentures and debenture stock respectively (both as regards principal and interest), and the right to give notice of redemption of and to redeem such debenture stock, and thereupon the Company shall be discharge from any liability to the holders of any such debentures or debenture stock issued under these presents.

IN WITNESS whereof LIEUTENANT-COLONEL SIR DAVID WILLIAM KEITH BARR, K. C. S. I., and Sir HUGH SHAKESPEAR BARNES, K. C. S. I., being two Members of the Council of India, have hereunto set their hands and seals and the Bombay Baroda and Central India Railway Company have hereunto caused their Common Seal to be affixed the day and year above written.

Signed, sealed, and delivered by the
said two Members of the Council of
India in the presence of—

D. W. K. BARR.

L. S.

H. S. BARNES.

L. S.

W. H. TREASURE,
India Office.

The Common Seal of the Bombay
Baroda and Central India Railway
Company was hereunto affixed in
the presence of—

Seal of the
Bombay
Baroda and
Central India
Railway
Company.

W. S. S. BISSET, }
J. ANNAN BRYCE, } *Directors.*
W. V. CONSTABLE, *Secretary.*

THIS INDENTURE made the 24th day of October 1913, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called "the Secretary of State") of the one part, and THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY (hereinafter called the "the Company") of the other part.

WHEREAS these presents are intended to be supplemental to an Indenture dated the 8th day of April 1907, and made between the Secretary of State of the one part and the Company of the other part (hereinafter called "the Principal Contract"), being a contract for the maintenance, management, and working of the Bombay, Baroda and Central India Railway and the Rajputana-Malwa Railway and other subsidiary railways, and also to an Indenture supplemental thereto, dated the 15th day of October 1908, and made between the same parties (hereinafter referred to as "the Debenture Contract"), being a contract as to the issue of debentures or debenture stock of the Company.

AND WHEREAS since the date of the Principal Contract the terms under which certain of the subsidiary lines are worked by the Company have been modified by agreement with the Secretary of State.

AND WHEREAS the railway referred to in Clause 13 of the Principal Contract (hereinafter referred to as "the Nagda-Muttra Railway") has been completed, and is now being managed and worked by the Company upon special terms agreed with the Secretary of State, and a branch of the same railway from Bayana to Agra is now in course of construction.

AND WHEREAS a branch of the Bombay, Baroda and Central India Railway from Broach to Jambusar is now in course of construction.

AND WHEREAS it has been agreed between the parties hereto that the terms of the Principal Contract, as varied by the Debenture Contract, shall be further varied in manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared as follows :—

1. The Principal Contract and the Debenture Contract and these presents shall, as far as may, be read and construed as one contract, and the expressions "this contract" and "these presents" where they occur in the Principal Contract shall, as from the 31st day of December 1911, unless the context otherwise requires, mean the Principal Contract as modified by the Debenture Contract and these presents.

2. Clause 5 of the Principal Contract shall be cancelled and the following clause shall be substituted.

" 5. This contract may be determined by the Secretary of State on the 31st day of December 1941, or on the 31st day of December in any succeeding fifth year, reckoning from that date, by giving to the Company in England twelve calendar months' notice in writing."

3. Clause 7 of the Principal Contract shall, notwithstanding any provisions hereinafter contained, continue in full force, and shall be read with the following addition at the end of the clause :—

"The Secretary of State shall in like manner pay to the Company on the same half yearly days interest at the rate of 3 per cent. per annum calculated to the 31st day of December and the 30th June respectively on the amount which shall for the time being have been paid to his credit in respect of any further ordinary stock which the Company may during the continuance of the Principal Contract issued with his sanction (excluding any sum paid by way of premiums on such Stock). Such interest shall commence from the date on which the said amount shall have been paid to the credit of the Secretary of State. Any interest paid by the Secretary of State under this clause shall be treated as a fund to meet and provide for the payment to the

holders of the Company's said capital stock of 2,000,000%, and any further ordinary stock which the Company may, during the continuance of the Principal Contract, issue with the sanction of the Secretary of State, of the guaranteed interest at the rate of 3 per cent. per annum payable in respect thereof, and shall be applied to such payment accordingly and to no other purpose".

4. Clauses 13, 15 and 16 of the Principal Contract shall be cancelled. In Clause 14 of the Principal Contract the words "(b) The 5' 6" gauge line between Agra Road and Agra Junction, *via* Agra Fort" shall be deemed to be expunged.

5. Upon the resumption of possession by the Secretary of State of any of the property referred to in Clause 14 of the Principal Contract, the same shall cease to form part of the undertaking :—

6. If the Secretary of State shall desire to entrust to the Company the management and working of the Bombay-Sind Railway, or any portion thereof, the Company shall undertake such management and working upon such terms as shall be agreed between the Secretary of State and the Company.

7. As from the 1st day of January 1912 the Nagda-Muttra Railway shall form part of the undertaking as defined by the Principal Contract, and shall be worked, managed, and maintained by the Company upon the same terms and conditions in all respects as under the Principal Contract as hereby varied are applicable to the Rajputana-Malwa Railway, and the expressions "the undertaking" and "the Rajputana-Malwa Railway" as used in the Principal Contract or the Debenture Contract or these presents shall, as from the date last aforesaid, be deemed to include the Nagda-Muttra Railway.

8. So soon as an inspecting officer acting on behalf of the Secretary of State shall have certified that either the Bayana-Agra branch of the Nagda-Muttra Railway or the Broach-Jambusar branch of the Bombay, Baroda and Central India Railway is ready and fit for the conveyance of passengers and goods, such branch shall be open for public traffic and shall thenceforth be deemed part of the undertaking and be worked, managed, and maintained by the Company upon the same terms and conditions in all respects as if such branch had on the 31st day of December 1911 formed part of the undertaking, and the whole of the capital expenditure incurred in respect of such branch, whether before or after the 31st December 1911, together with interest at the rate of $3\frac{3}{4}$ per cent. per annum on such capital expenditure during the construction of the branch, shall be added to the preferred capital of the Secretary of State hereinafter mentioned, subject nevertheless to the option given to the Company by Clause 15 hereof. After the respective dates of their inclusion in the undertaking the Bayana-Agra branch shall be included in the expression "the Nagda-Muttra Railway," and the Broach-Jambusar branch shall be included in the expression "the Bombay, Baroda and Central India Railway."

9. For the purpose of the division of the net receipts of the undertaking under the provisions in that behalf hereinafter contained the capital of the Secretary of State in the undertaking (including the Nagda-Muttra Railway but excluding the subsidiary lines as defined in the Principal Contract) as on the 31st December 1911 is hereby agreed at 28,000,000% of preferred capital and 10,500,000% of deferred capital, and the Company's capital in the undertaking as at the same date is hereby agreed at 2,000,000%, being the amount of the Company's ordinary stock at that date.

10. As from the 31st December 1911 one general capital account shall be kept for the whole undertaking (excluding the subsidiary lines) in lieu of the two separate accounts for the Bombay, Baroda and Central India Railway and for the Rajputana-Malwa Railway directed to be kept in respect of the same railways by Clause 37 of the Principal Contract.

11. With a view to the division of net revenue receipts between the Secretary of State and the Company under the provisions hereinafter contained the Company shall keep in addition to the accounts directed to be kept by Clause 37 of the Principal Contract as hereby varied the following further accounts, that is to say :—

A Government capital account.

A Company's capital account.

No. 34

No. 34

No. 77

(i) In correction slip No. 34, dated 18th February 1933, substitute the words and figures "Page 33" for the words and figures "Page 23".

(ii) The notes introduced by correction slips Nos. 34, 46 and 59 to clause 12 of the Principal Contract should be renumbered as notes (i), (ii) and (iii) respectively.

(No. 77, dated 28th May 1938 to the Book of Contracts relating to B. B. & C. I. Railway.)

entered in the Government Capital Accounts
(Vide Clause 2 of the Supplemental Contract,
dated the 6th March 1924)

(No. 34, dated the 18th February 1933)

12. In the Government capital account shall be entered the sum of 28,000,000 ₹ , being the amount of the preferred capital of the Secretary of State on the 31st December 1911, and the sum of 10,500,000 ₹ , being the amount of the deferred capital of the Secretary of State at the same date, and there shall be added from time to time to the preferred capital of the Secretary of State in the same account all capital advanced by the Secretary of State for the purposes of the undertaking (excluding the subsidiary lines) subsequently to the 31st December 1911 including in such capital all moneys paid by the Secretary of State to the Company under Clause 2 of the Debenture Contract for the purposes of the discharge of debentures or redemption of debenture stock issued thereunder, but from these amounts shall be deducted any repayments by the Company to the Secretary of State of capital so advanced and the value to be determined by the Secretary of State of any land belonging to the undertaking (exclusive of the subsidiary lines) which subsequently to the date aforesaid may be relinquished by the Company to the Secretary of State, and the value of any part or parts of the railways, rolling stock, machinery, and plant of the

No. 46.

Page 33, Clause 12.—Introduce the following as a note under this clause :—

NOTE.—As from the 1st day of April 1933, the sum of 10,00,00,000 Rupees part of the outstanding capital advances made by the Secretary of State which have been added to his Preferred Capital shall be converted from preferred capital into capital bearing fixed interest at the rate of $4\frac{1}{2}$ per cent. per annum.

(Vide clause 1 of the Deed of 5th October 1933.)

(No. 46, dated 30th December 1933, to the Book of Contracts relating to Bombay, Baroda and Central India Railway, Volume I.)

No. 59.

Number the existing note under clause 12 of the Supplementary contract dated the 24th October 1913 between the Secretary of State in Council of India and the B. B. & C. I. Railway Co., introduced by Correction Slip No. 46, dated the 30th December 1933 as note No. 1 and introduce the following as note (2).

Note (2).—To compensate the B. B. & C. I. Railway for the loss of net earnings owing to the transfer of the ownership of the Palanpur Deesa Railway to the Palanpur Durbar, the sum of Rs. 5,94,618 (*viz.* Rs. 4,09,618 representing the sale value of Government's financial interest in the Palanpur Deesa Railway and Rs. 1,85,000 the Durbar's share of Capital in that Railway) should be deducted from the Secretary of State's preferred capital on 31st March 1934 *i.e.* from the opening balance on 1st April 1934. (Railway Board's letter No. 4471-F., dated 30th April 1935 and Secretary of State's Despatch No. 8-Financial, dated 30th April 1931.)

(No. 59, dated 5th July 1935 to the Book of Contracts relating to B., B. & C. I. Railway, Vol. I.)

or additional ordinary stock to be issued by the Company in order to maintain as nearly as possible, as between the preferred capital of the Secretary of State and the Company's capital, the ratio of 14 to 1 established as at the 31st December 1911 by Clause 9 hereof.

15. At any time when the ratio of the preferred capital of the Secretary of State to the amount to the credit of the Company's Capital Account shall be greater than 14 to 1, the Company shall be at liberty at convenient dates to pay to the Secretary of State in London from any funds belonging to it (other than moneys derived from an issue or issues of ordinary stock, debentures or debenture stock) any sum or sums in repayment of capital advanced by the Secretary of State under Clause 14 hereof not exceeding the amount necessary to reduce the said ratio to 14 to 1.

16. Any capital provided by the Company under Clause 14 hereof shall be applied in the first place in repayment *pari passu* in proportion to the respective amounts thereof of any Capital advanced by the Secretary of State under

the same clause and not repaid to him and of any sum or sums which shall have been paid by the Company to the Secretary of State under Clause 15 hereof.

17. In Clause 28 of the principal Contract the words "gold and silver" and the words "and copper coin" shall be deemed to be expunged.

18. In Clause 39 of the Principal Contract "Godhra-Rutlam-Nagda-Muttra" shall be deemed to be substituted for "Godhra-Rutlam-Nagda."

19. From the time when any moneys raised by the Company by an issue of debentures or debenture stock made with the sanction of the Secretary of State for the purposes of the undertaking shall have been paid to the credit of the Secretary of State at the Bank of England until all such moneys (so far as they shall not have been applied in repayment of advances made by the Secretary of State under Clause 14 hereof) shall have been paid by the Secretary of State to the Company, the Secretary of State shall credit to the net receipts of the undertaking on the 30th day of September and the 31st day of March in each year interest for the half year ending on such day, or as respects the first of such half-yearly credits for the period which shall have elapsed since the payment of any such moneys to the credit of the Secretary of State, and not so of England, at the rate hereinafter mentioned on the average balance for such half year of such moneys in the hands of the Secretary of State, and not so applied as aforesaid, such average balance to be calculated month by month and the average amount for each month being taken to be one half of the sum of the amounts of such balances on the first day and the last day of the month respectively, but so that as regards the first of such months the day on which any such moneys shall first have been paid to the credit of the Secretary of State shall be substituted for the first day thereof. The rate of interest referred to in this Clause shall be the average rate actually received by the holders of

No. 47.

Page 34, Clause 20.—Introduce the following as paragraph (ii) under sub-clause (c), the existing paragraphs (ii), (iii) and (iv) being renumbered as (iii), (iv) and (v) respectively.

No. 76

Page 34.—In lines 2 and 3 of the introductory portion of correction slip No. 47 dated 30th December 1933, the words "the existing paragraphs (ii), (iii) and (iv) being renumbered as (iii), (iv) and (v) respectively" should read as "the existing paragraphs (ii) to (v) being renumbered as (iii) to (vi)".

(No. 76, dated 28th May 1938 to the Book of Contracts relating to B. B. & C. I. Railway).
(No. 47, dated 30th December 1933, to the Book of Contracts relating to Bombay, Baroda and Central India Railway, Volume I.)

sums payable to the Company in respect of the working of such subsidiary lines.

"(2) Allowances for rebate and direction and other deductions referred to in Section 46.

"(c) The residue of the net receipts of the undertaking for each half year after the deduction mentioned in Sub-clause (b) shall be applied in the following manner and in the following order—

"(i.) In repayment to the Secretary of State in rupee currency (calculated at the prescribed rate of exchange) of the interest payable by the Secretary of State for such half year on any debentures or debenture stock of the Company which shall have been created and issued with the sanction of the Secretary of State after the 31st December 1905.

"(ii.) In the next place, in payment to the Secretary of State and the Company *pari passu* of interest at the rate of 4 per cent. per annum on the average amount during the half year of the preferred capital of

the Secretary of State and the average amount during the same period to the credit of the Company's capital account respectively, such average amounts to be calculated in the manner prescribed in paragraph (iv) of this sub-clause.

No. 81.

(i) Page 35. *Introduce* the following note below clause 50(C) (IV) of the Principal Contract as substituted by clause 20 of the Supplemental Contract, dated 24th October 1913 :—

*Note :—*The provisions of this paragraph will have no effect if in view of clauses 1 and 2 of the Indenture, dated 19th November 1923, the accounts of a line are compiled yearly.

(ii) Page 35. *Introduce* the following note below clause 50(C) (V) of the Principal Contract as substituted by clause 20 of the Supplemental Contract, dated 24th October 1913 :—

*Note :—*In the case of lines whose accounts are compiled yearly the question of aggregating the residue of net receipts for the two half years shall not arise.

(No. 81, dated the 5th September 1939 to the Book of Contracts relating to B. B. & C. I. Railway, Volume I).

average amounts during the year to the credit of the Secretary of State and the Company respectively in the Government capital account and the Company's capital account respectively, including in the capital of the Secretary of State both his preferred and his deferred capital. In the calculation of the average amounts of the capital of the Secretary of State and the Company respectively the average amount for any month shall be taken to be one-half of the sum of the respective amounts of such capital on the first day and the last day of the month respectively.

“(v.) Any moneys which the Company shall be entitled to receive under this sub-clause shall be receivable by the Company in India and not elsewhere.

“51. The amount of the interest payable by the Secretary of State to the Company in respect of any half year under Clause 7 of the Principal Contract as hereby varied shall be deducted from the interest at the rate of 4 per cent. per annum payable to the Company in respect of the same half year under the last preceding clause and shall be retained by the Secretary of State.”

21. In Clause 54 of the Principal Contract the words “or with any railway worked by the Company” shall be inserted after the word “undertaking.”

22. In consideration of the heavy outlay which must shortly be incurred on the renewal and strengthening of the railroad and bridges and other special works, the Secretary of State and the Company shall agree on a schedule of special works of improvement of which the estimated aggregate cost exclusive of expenditure ordinarily charged to capital shall not exceed Rs. 2,00,00,000, and thereupon the following provisions shall have effect :—

(a) In any half year in which the expenditure (other than expenditure ordinarily charged to capital) on works included in such schedule shall exceed Rs. 10,00,000, the amount of the excess shall be charged in the first instance to a special section of the capital suspense account.

(b) In any half year in which the expenditure (other than expenditure ordinarily charged to capital) on works included in such schedule shall fall short of Rs. 10,00,000, the amount of the deficiency shall be transferred from the special section of the capital suspense account to the account of expenditure chargeable to revenue.

(c) For the purpose of calculating the division of net receipts between the Secretary of State and the Company the amount outstanding from time to time in the special section of the capital suspense account shall be

treated as though it represented capital advanced by the Secretary of State for the purposes of the undertaking (excluding the subsidiary lines) subsequently to the 31st December 1911.

23. As from the 31st December 1911 the Company shall receive such percentage as the Railway Board may after full consideration of all the circumstances prescribe in lieu of 50 per cent. of the gross earnings due to the Delhi-Muttra section of the Agra-Delhi Chord Railway in respect of traffic between Delhi and Bombay carried by the Company *via* that section and the Nagda-Muttra Railway, and the agreement between the Company and the Great Indian Peninsula Railway Company, dated the 13th June 1910, shall be altered accordingly.

24. If the Secretary of State shall at any time before the determination of the Principal Contract by notice in writing so require, the Company shall forthwith, in accordance with the practice on State Railways, provide such suitable buildings for the Postal Department of the Government, with all requisite fittings, as the Secretary of State shall require, at such station or stations on any part of the undertaking (exclusive of the subsidiary lines) as may be specified in such notice. Then cost of such buildings shall be deemed to be Capital expenditure on the undertaking, and shall be provided in accordance with Clause 14 hereof, and the Postal Department shall pay for such buildings a yearly rental at the rate of $7\frac{1}{2}$ per cent. of the amount of the capital expenditure thereon, and at the rate of 4 per cent. of the cost or value of the land occupied by such buildings, which rental shall be deemed part of the gross earnings of the undertaking and be applied accordingly.

25. The following words shall be deemed to be omitted from Clause 11 of the Principal Contract, "All amounts paid by the Company under this provision shall be included among working expenses," and the following words shall be deemed to be added to the said clause, "Provided also that nothing in this clause shall be deemed to debar the Company, with the sanction of the Secretary of State, from constructing, providing, and maintaining other additional telegraphs and telegraph appliances upon the said railways as part of the undertaking."

In Clause 44 of the Principal Contract the words "including telegraphic plant and appliances" shall be deemed to be inserted immediately after the words "rolling stock, plant, and machinery."

In Sub-clause 8 of Clause 49 of the Principal Contract the words "provided or" shall be deemed to be inserted between the word "appliances" and the word "used."

26. As from the 1st day of April 1913 the expression half-year in these presents shall, unless the contrary intention appears, mean the six months ending the 30th day of September and the 31st day of March respectively, and the expression "year" shall mean the year ending the 31st day of March, and the Clauses 36, 38, 39 and 42 of the Principal Contract shall, from the 1st day of April 1913, be read as if the 30th day of September and the 31st day of March were therein substituted for the 30th day of June and the 31st day of December respectively, and as if the 1st day of April were substituted for the 1st day of January in Clause 36, and as if the word "calendar" in the expression "calendar year" in Clause 36 were deleted.

In any case in which, under the contract or contracts subsisting on or immediately before the 31st day of December 1905 with respect to the working by the Company of any of the subsidiary lines as defined by the Principal Contract, the accounts of such line are prepared or any rebate is to be retained with reference to the calendar year or any year other than the financial year of the Government of India, the terms and conditions of such contract or contracts as modified by any contracts between the parties thereto respectively subsequent in date to the Principal Indenture shall as from the 1st day of April 1913 be deemed to be modified by the substitution of the financial year of the Government of India for the year with reference to which such accounts are now prepared or such rebate is now retained. Provided always that if the consent of any person or

corporation other than the parties hereto to the modifications made by this clause in any contract shall be required, this clause shall have effect subject to such consent being obtained.

IN WITNESS whereof Lieutenant-Colonel Sir David William Keith Barr, K. C. S. I., and Sir James John Digges La Touche, K. C. S. I., being two Members of the Council of India, have hereunto set their hands and seals, and The Bombay, Baroda and Central Indian Railway Company have hereunto caused their Common Seal to be affixed the day and year first above written.

Signed, sealed, and delivered by
the said two Members of the
Council of India in the presence
of—

D. W. K. BARR.

L.S.

J. DIGGES LA TOUCHE.

L.S.

FRANK R. MARTEN,
India Office.

The Common Seal of The Bom-
bay, Baroda and Central India
Railway Company was hereun-
to affixed in the presence of—

Seal of the
Bombay, Baroda
and Central India
Railway Company.

W. S. S. BISSET,
W. V. CONSTABLE, } Directors.

B. B. & C. I. RAILWAY.

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PALANPUR-DEESA RAILWAY.

*TERMS FOR THE CONSTRUCTION AND WORKING OF THE PALANPUR-DEESA RAILWAY.

I.—The line to be on standard gauge substructure with metre gauge rails and sleepers.

II.—The Palanpur Durbar to provide land free and to contribute Rs. 1,85,000.

III.—The Government of India to provide the extra cash required to construct the line as well as the stores in stock, and to hereafter provide such capital for improvements and additions to the open line as may from time to time be necessary.

IV.—The sum of Rs. 25,117, the extra expenditure necessary for providing a standard gauge substructure, to be treated, so long as the line remains a metre gauge one, as capital not bearing interest, *i. e.*, it shall not be taken into account in the division of net earnings between the Government of India and the Palanpur Durbar.

V.—The net earnings in any half year to be divided between the Government of India and the Palanpur Durbar in the proportion of the capital provided by Government and the Durbar, respectively, after excluding from the Government capital the sum of Rs. 25,117 mentioned above.

VI.—Should the line be extended beyond Deesa, Government to either repay the capital provided by the Durbar, or pay four per cent. on it till such time as it may be repaid.

VII.—The construction of the line to be carried out by the Bombay, Baroda and Central India Railway Company on behalf of the Government of India, without making any charge for general superintendence of the work, beyond the salaries and allowances of any of the staff of the Company entirely employed on the line.

†VIII.—The line when constructed to be worked and maintained by the Bombay, Baroda and Central India Railway Company as part of the Rajputana-Malwa Railway system, for the same percentage of gross earnings in any half year as may obtain on the Rajputana-Malwa Railway system, including the Palanpur-Deesa Railway in the same period; such payment to include the hire of rolling stock.

IX.—The period during which the line will be worked by the Bombay, Baroda and Central India Railway Company will be co-terminus with the Company's contract for working the Rajputana-Malwa Railway, unless it be decided to extend the line, in which case it will be open to Government to terminate the working agreement on giving the Company six months' notice.

* As contained in Despatch No. 44-Railway, dated the 30th March 1892, from the Government of India to the Secretary of State for India and in Despatch No. 62-Railway, dated the 23rd June 1892, from the Secretary of State for India to the Government of India.

† Under clause 5 (5) of the indenture (a) made between the Secretary of State and the Bombay, Baroda and Central India Railway Company on the 1st February 1901, one "General working expenses account" is, as from the 1st July 1900, maintained for the "Company's railway system," and the Palanpur-Deesa Railway (which has, as from that date, been maintained and worked by the Company as a component section of the "Company's railway system" vide clause 1 (f) of the Indenture) is with the consent (b) of the Palanpur Durbar debited with a share of the general working expenses in proportion to the gross earnings of the Palanpur-Deesa Railway.

PALANPUR-DEESA RAILWAY.

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AGREEMENT, dated 28th April 1870, respecting a loan of one crore of Rupees (a Million Sterling) offered by His Highness Maharajah Tookajee Rao Holkar, G.C.S.I., and accepted by the Government of India, for the purpose of constructing a railway from the Great Indian Peninsula Railway to Indore.

The Government of India engages to make a railway from some point on the Great Indian Peninsula Railway to Indore with all convenient speed, and to supply all funds necessary for its construction and equipment.

2. The line to be called the Holkar (State) Railway.

3. The whole of the arrangements as to construction and equipment, as well as management after the line is open, to be exclusively in the hands of the Government of India.

4. The loan to be for 101 years, not transferable, to stand in the name of Maharajah Holkar, of Indore,, his heirs and successors.

5. The Maharajah undertakes to pay the crore of rupees to the credit of the Government of India at the Bombay Treasury, within seven years, from 6th June 1870, as follows :—

25 lakhs	...	1870-71	} By quarterly instalments, first instalment on 6th June 1870.
20	...	1871-72	

Page 53.—Introduce the following as a foot-note below clause 5 of the Agreement dated the 28th April 1870 :—

Note :— Out of the loan of Rupees One crore, the Government of India repaid to the Indore Durbar, as a special case, Rs. 6 lakhs in August 1933, and Rs. 14 lakhs in September 1933.

(No. 49, dated the 9th January 1934 to the Book of Contracts relating to Bombay, Baroda and Central India Railway, Volume I.)

and successors, his heirs and successors, cent. on the capital) on one million or on any smaller sum, should the railway cost less, between Indore and the Great Indian Peninsula Railway, the amount will be kent.

No. 63.

Page 53—

Substitute the following for the existing foot-note below clause 7 of the Agreement, dated 28th April 1870, as introduced by correction slip No. 55, dated 11th July 1934 :—

Note.—Consequent on the repayment by the Government of India to the Indore Durbar of Rs. 6 lakhs on the 15th August 1933, Rs. 14 lakhs on the 25th September 1933 and Rs. 10 lakhs on the 2nd October 1934, out of a loan of Rs. one crore, the Government of H. H. the Maharaja of Holkar will receive 47/100th of the net profits for the period from 15th August 1933 to 24th September 1933, 2/5th of the net profits for the period from 15th September 1933 to 1st October 1934 and 7/100th of the net profits for the period from 1st October 1934 to 24th September 1935.

No. 62.

Page 53—

Substitute the following for the existing foot-note below clause 5 of the Agreement, dated 28th April 1870, introduced by correction slip No. 49, dated 9th January 1934 :—

Note.—Out of the loan of Rupees one crore, the Government of India repaid to the Indore Durbar, as a special case, Rs. 6 lakhs in August 1933, Rs. 14 lakhs in September 1933 and Rs. 10 lakhs in October 1934.

(No. 62, dated 4th January 1937 to the Book of Contracts relating to B., B. & C. I. Railway).

Indore Residency, the 10th May 1870.

in Central India.

This agreement was approved and confirmed by His Excellency the Viceroy and Governor-General in Council at Simla on 25th May 1870. His Excellency in Council also agreed that the payment of $4\frac{1}{2}$ per cent. guaranteed interest will be made without deduction for income-tax.

By order of His Excellency the Viceroy and Governor General in Council.

C. U. AITCHISON,
Offg. Secy. to the Government of India
In the Foreign Department.

Foreign Office :
Simla, the 10th August 1870.

Holkar State Railway.

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CORRIGENDUM No. 11.

Corrigendum No. 11, dated 28th November 1923,—Railway Board's No. 464 T.-16, dated 8th August 1922.

Bombay, Baroda and Central India Railway Company.

(Incorporated in England by Special Act of Parliament.)

INCLUDING THE HOLKAR STATE AND THE SCINDIA-NEEMUCH STATE RAILWAYS.

Corrigendum to the Agreement, which came into force from the 15th July 1896, between the Government of His Highness the Maharaja Scindia and the Bombay, Baroda and Central India Railway Company for the working of the Nagda-Ujjain Railway. Vide agreement printed at page 57 et seq., of the Bombay, Baroda and Central India Railway Book of Contracts, Volume I.

The following alterations shall be made in the said Agreement owing to the adoption of the annual instead of half-yearly Capital and Revenue Accounts, with effect from the 1st April 1920 :—

1. *Delete* the words “either the 30th September or” from lines 3 and 4 of Clause I of the said Agreement corrected by a Corrigendum dated the 21st October 1914.
2. For the words “half-year” appearing in line 4 of Clause 12 of the said Agreement, *read* “year”.
3. *Substitute* the following Clause for Clause 14 of the said Agreement :—

The Capital and Revenue Accounts of the Railway shall be prepared for the year ending 31st March, but the net earnings will be paid to His Highness' Government every half-year, the payment for the first half of the year being subject to adjustment at the end of the year. The account as between the Bombay Government and His Highness' Government shall be finally adjusted at the close of each year, as soon as possible after the Revenue Account is rendered, and the balance in favour of or against His Highness' Government, after effecting the adjustment for the first half, shall then be paid over to it or by it, as the case may be.

G. Rai,

*Member for Trade, Customs and Excise,
Gwalior Government.*

Dated 20th December 1921.

H. F. E. FREELAND,

*Agent,
B. B. & C. I. Railway.*

HEADS OF AGREEMENT BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA SINDHIA, hereinafter called His Highness' Government, and THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY, hereinafter styled the Company, for the use of Nagda Station, for the working of the Nagda Ujjain Railway from the east distant signal at Nagda to the point of entry on Rajputana-Malwa Railway land at the west end of the Sipra bridge, and for the joint use of the line from the point of entry on Rajputana-Malwa Railway land to the west distant signal at Ujjain, excluding the Sipra bridge.

Note.—This line is to be treated as a subsidiary line under clauses 1 and 46 of the Principal Contract of the B. B. and C. I. Railway dated 8th April 1907.

Under the conditions hereinafter recited, the Company agree to work on behalf of His Highness' Government, the Nagda-Ujjain Railway, with effect from the 15th July 1896, on which date the line was opened for public traffic.

The arrangement herein laid down shall be in force from the 15th July 1896, but may, at any time thereafter, be terminated on one year's notice from either party to the agreement. But such notice shall expire only on either the [30th June *] 30th September or the [31st December *] 31st March in any year.

2. The said Company shall have the entire control of the train and traffic arrangements of the Nagda-Ujjain Railway during the continuance of this agreement.

3. All communications between His Highness' Government and the Company under this Agreement shall pass through the Agent to the Governor-General in Central India and the Consulting Engineer for Railways to the Government of Bombay who shall, for the purposes of this agreement, undertake the same general duties with respect to the Nagda-Ujjain Railway as are entrusted to him with respect to the Railways under the control of the Bombay Government, and take the orders of Government when necessary.

4. The Company shall be subject in all respects, with reference to the Nagda-Ujjain Railway, to the same control by the Bombay Government as they are with regard to their own line.

5. (a) The Nagda-Ujjain Railway, including stations, station buildings, station machinery, sheds, plant, sidings, furniture, weighing machines, dwellings for staff, level crossings, signals, signal lamps, cash safes, engine and repairing sheds, provision for water supply and all other necessary appliances for working the line, and including also such works as are required at Nagda and Ujjain for the sole use of the Nagda-Ujjain Railway, shall be provided by, or at the cost of, His Highness' Government, and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by the Company at the cost of His Highness' Government, and charged to the capital account of the line.

(b) Funds to cover the cost of all works payable by His Highness' Government must be deposited in advance on the application of the Company.

(c) Funds for the construction of all works used in common at Nagda and Ujjain shall be found by the Bombay, Baroda and Central India Railway as workers of the Godhra-Rutlam-Nagda and Rajputana-Malwa Railways in the same way as funds for the latter Railways are provided.

(d) His Highness' Government will provide funds for works dismantled and abandoned at Nagda or Ujjain of the cost of which a share or the whole falls to be borne by His Highness' Government.

(e) His Highness' Government will not hereby acquire any right of property within the premises of the Godhra-Rutlam-Nagda and Rajputana-Malwa Railways at Nagda and Ujjain, respectively.

* Superseded with effect from the 1st April 1913. *Vide* corrigendum dated 21st October 1914 to this Agreement.

6. The whole of the engines, carriages, wagons and other appliances for the equipment of trains and vehicles shall be provided by the Company.

Charges for maintenance and working.

(I) 7. As regards ordinary maintenance of way and works, including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department (but excluding the cost of repairs due to such visitations as extraordinary floods or earthquakes) and as regards the expenses incurred in working the whole line in other Departments, the Company shall charge to His Highness' Government the same percentage of the gross earnings as may be incurred in these Departments of the half year in question on the whole broad-gauge system worked by the Company and these charges shall be held to include supervision and the use of rolling stock.

8. From the amounts thus apportioned chargeable as working expenses, the Company shall defray all the working charges and pay the salaries of the staff (including junction staff) and provide stationery, tickets, coal, oil, grease, current consumable stores, and all other necessary materials for the proper and efficient working of the Nagda-Ujjain Railway.

* 9. (a) [The interest and maintenance charges at the rate of $6\frac{1}{2}$ per cent. per annum for structures, and 9 per cent. per annum for ballast and permanent way upon the total expenditure on joint works at Nagda as it stands from time to time (*vide* Schedule I) shall be divided between the Bombay, Baroda and Central India and Nagda-Ujjain Railways as under :—

25 per cent. of the charges shall be first deducted for inter-changed traffic of the two railways, passing, untranshipped, through Nagda junction divisible as below :—

B. B. & C. I. Railway	...	...	22 per cent.
Nagda-Ujjain	„	...	3 „

and the balance 75 per cent. of the charges shall thereafter be divided between the two railways in proportion to the weight of the local traffic of the two lines dealt with at Nagda. Of the share debitable to the Nagda-Ujjain Railway so much as represents interest on the cost of works, etc., at 4 per cent. per annum shall be paid by His Highness' Government to the Company in addition to the percentage for working under clause 7 and the balance representing maintenance shall be borne by the Company out of the charge referred to in clause 7.]

† [9. (a) *The interest and maintenance charges at the rate of $6\frac{1}{2}$ per cent.*

per annum for structures, and 9 per cent. per annum for ballast and permanent way upon the expenditure on joint works at Nagda (vide Schedule I) shall be divided between the Godhra-Rutlam-Nagda Railway and the Nagda-Ujjain Railway in proportion to the weight of traffic of each line dealt with at Nagda. Of the share debitable to the Nagda-Ujjain Railway so much as represents interest on cost of works, etc., at 4 per cent. per annum shall be paid by His Highness' Government to the Company in addition to the percentage for working under clause 7 and the balance representing maintenance shall be borne by the Company out of the charge referred to in clause 7.]

(b) The interest and maintenance charges at the rate of $6\frac{1}{2}$ per cent. per annum for structures, and 9 per cent. per annum for ballast and permanent way upon the expenditure on the length of line from where the Nagda-Ujjain line enters upon Rajputana-Malwa Railway land near the Sipra bridge up to the west end of Ujjain Station (excluding the Sipra bridge regarding which other arrangements have been made)—*vide* Schedule (II)—shall be divided between the Rajputana-
Page 58, Clause 7—

Insert an asterisk (I) against the Clause and add the following as a foot-note :—

I. Under Clause 5 (5) of the Indenture made between the Secretary of State and the Bombay, Baroda and Central India Railway Company on the 1st February 1901, one "General Working Expenses Account" is, as from the 1st July 1900, maintained for the "Company's railway system" and the Nagda Ujjain Railway (which has, from that date, been maintained and worked by the Company as a component section of the "Company's Railway system"—*vide* clause 1 (f) of the indenture) with the consent of the Gwalior Durbar debited with a share of the General Working Expenses in proportion to the gross earning of the Nagda Ujjain Railway.

CORRIGENDUM No. 3.

(Corrigendum No. 3, dated 28th November 1923.—(Authority Railway Board's No. 464-T.—16, dated 17th April 1920.)

Bombay, Baroda and Central India Railway Company.

(Incorporated in England by Special Act of Parliament.)

Addendum to the Agreement which came into force on 15th July 1896 between His Highness the Maharaja Scindia and the Bombay, Baroda and Central India Railway for working the Nagda-Ujjain Railway and for the use of works at Nagda and Ujjain to have effect from 1st April 1918, vide page 58 of Bombay, Baroda and Central India Railway Book of Contracts, Volume I.

Add the following as a note at the end of Clause 9 :—

Interest on Capital expenditure incurred on works on and from the 1st April 1918 will be charged at the rate of $5\frac{1}{2}$ per cent. per annum instead of 4 per cent. per annum as provided for in the Agreement, (*vide* Railway Board's Circular No. 720-W.-18, dated 19th September 1918.)

G. RAI,

*Member for Trade, Customs and Excise,
Gwalior Government.*

W. P. PECHEY,

*Acting Agent,
B. B. & C. I. Railway.*

Dated 5th November 1919.

Malwa Railway and the Nagda-Ujjain Railway in proportion to the weight of traffic of each line which passes over the section. Of the share debitable to the Nagda-Ujjain Railway so much as represents interest on cost of works, etc., at 4 per cent. per annum shall be paid by His Highness' Government to the Company in addition to the percentage for working under clause 7 and the balance representing maintenance shall be borne by the Company out of the charge referred to in clause 7.

No. 71.

Page 59. Add the following at the end of Clause 9 (d) of the Agreement which came into force on 15th July 1896, between H. H. The Maharaja Scindia and the Bombay, Baroda and Central India Railway for working the Nagda Ujjain Railway and for the use of works at Nagda and Ujjain :—

“Of the share debitable to the Nagda Ujjain Railway so much as represents interest on cost of works, etc., at the rates laid down by the Railway Board from time to time, shall be paid by His Highness' Government to the Company in addition to the percentage for working under Clause 7 and the balance representing maintenance shall be borne by the Company out of the charge referred to in Clause 7.”

(No. 71, dated the 14th September 1937, to the Book of Contracts relating to B., B. and C. I. Railway, Volume I.)

(a) All works estimated to cost over Rs. 1,000 shall be charged to the Capital account of the Nagda-Ujjain Railway and shall be debited direct to His Highness' Government.

(b) In the case of works estimated to cost Rs. 1,000 or less, a charge to Revenue will be admitted up to the same percentage of gross receipts as obtains for similar expenditure during the same half-year on the Bombay, Baroda and Central India Railway; beyond this limit expenditure on works estimated to cost Rs. 1,000 or less shall be charged to the Capital account of the Nagda-Ujjain Railway and shall be debited direct to His Highness' Government.

11. The Company shall be responsible for the collection of all the revenue appertaining to the Nagda-Ujjain Railway, including such rents as may be charged, under the Company's rules, to any of their servants or the servants of His Highness' Government occupying dwelling houses, the property of His Highness' Government, and shall pay the same into the treasury in the same manner as their own earnings.

12. The Company shall furnish His Highness' Government, through the Agent to the Governor General in Central India and the Consulting Engineer for Railways to the Government of Bombay, with a weekly return of the approximate earnings of the Nagda-Ujjain Railway, and, at the close of each half-year, with a full account both of receipts and expenditure, under detailed heads to be settled between the Consulting Engineer and the Company.

13. Advances shall be made by the Government Treasury to meet the cost of working the Nagda-Ujjain Railway.

14. The account as between the Bombay Government and His Highness' Government shall be finally adjusted at the close of each half-year, as soon as possible after the revenue account is rendered, and the balance in favour of or against His Highness' Government shall then be paid over to it or by it, as the case may be.

15. (a) In the absence of any special agreement between His Highness' Government and the Company, the fares and rates for coaching, goods and miscellaneous traffic and the classification of goods on the Nagda-Ujjain Railway shall, as far as may be, conform to those generally in force on the Godhra-Rutlam-Nagda Railway.

(b) Through rates and fares between stations on the Nagda-Ujjain Railway and stations on the Company's own line or on other lines worked by the Company shall, after apportioning in equal shares any terminal, that may be charged at stations of despatch and receipts, be divided in proportion to "mileage".

(c) Any terminals levied on traffic from and to the Indian Midland Railway and beyond to and from stations on the Nagda-Ujjain Railway shall be credited in full to the latter railway.

(d) Mails and postal officers on duty will be carried at the rates and on the conditions which may be in force from time to time on State Railways.

16. All money transactions under this Agreement as between the Bombay Government, His Highness' Government and the Company shall be in British Government Rupees, and the Company are to accept the British Currency only in payment of fares and rates.

17. The three saloon carriages presented by the Government of India to His Highness the Maharaja for use on the Indian Midland Railway shall be allowed to run free of charge on the Nagda-Ujjain Railway.

18. The Indian Railways Act, and the standing regulations of the Company as applicable to the Rajputana-Malwa line, as approved by the Governor General in Council under the Indian Railway Act, which have been accepted by His Highness' Government, shall apply to the Nagda-Ujjain Railway. The above Act and the Standing Regulations shall, within railway limits on the Nagda-Ujjain Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried.

19. The telegraph line along the Nagda-Ujjain Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance as may be from time to time in force in the case of State Railways. The Company shall work the line in strict accordance with the rules which have been or which from time to time may be authorised by the Governor-General in Council for the adoption and working of licensed railway telegraph lines in British India.

20. Any question of dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Government of Bombay, His Highness' Government and the Company.

21. The foregoing clauses are subject to confirmation by the Board of Directors of the Company.

W. HARVEY,

Acting Agent, B. B. & C. I. Railway.

J. WILLCOCKS,

Consulting Engineer for Railways, Bombay.

M. FILOSE,

Chief Secretary,

Huzur Durbar, Gwalior State.

SCHEDULE I.

Cost of joint works at Nagda Station, interest and maintenance charges on which, at the rates specified below, are to be divided between the Godhra-Rutlam-Nagda Railway and the Nagda-Ujjain Railway in proportion to the weight of traffic of each line dealt with at Nagda, *vide* clause 9 (a) of the Agreement.

Description of works.	Cost.			Total.		
	Rs.	a.	p.	Rs.	a.	p.
At 9 per cent. per annum—						
Points and crossings ...	1,725	13	0			
Permanent-way in main line, platform line and 3rd line ...	23,856	0	0			
Scotch blocks ...	20	9	0			
Crossing sleepers ...	674	10	0			
Ballast ...	900	0	0			
				27,177	0	0
At 6½ per cent. per annum—						
Well 20' diameter ...	2,517	3	6			
Steam pump with boiler and engine and pump-house ...	5,489	13	6			
Piping ...	4,511	2	0			
Water columns 2 ...	2,790	2	3			
Water tank ...	5,822	8	9			
Passenger platform ...	3,030	11	8			
Station building... ..	6,699	15	10			
Station Master's and Deputy Station Master's and menials' quarters ...	3,460	3	2			
Pump Driver's quarters ...	1,178	1	0			
Permanent-way Inspector's bungalow ...	5,371	13	4			
Hand pump, frame lift, and force ...	234	0	0			
Goods platform, kutcha ...	135	0	0			
Latrine ...	394	5	3			
Ticket counter ...	100	0	0			
Name boards ...	100	0	0			
Roads approach to station buildings ...	100	0	0			
Quarters for Police ...	1,866	0	0			
Weighing machine ...	232	3	0			
Ashpit ...	2,308	1	6			
Station and office furniture ...	819	3	0			
Electric telegraph ...	256	0	1			
Fencing station yard ...	1,835	9	5			
				49,252	1	3
Total ...				76,429	1	3

SCHEDULE II.

Cost of joint works in use between the Rajputana-Malwa Railway and the Nagda-Ujjain Railway from the point of entry on Rajputana-Malwa Railway land to the west distant signal at Ujjain (excluding the Sipra Bridge), interest and maintenance charges on which, at the rates specified below, are to be divided between the Rajputana-Malwa Railway and the Nagda-Ujjain Railway in proportion to the weight of traffic of each line which passes over the section, *vide* clause 9 (b) of the Agreement.

Description of works.	Cost.	Total.	Remarks.
At 9 per cent. per annum—	Rs.	Rs.	
<i>Original works.</i>			
Ballast,	6,447		
<i>New works.</i>			
Ballast and permanent-way	20,188	26,635	
At 6½ per cent. per annum—			
<i>Original works.</i>			
Earth-work	55,922		
Minor bridges	394		
Level crossings	2,164		
Fencing	6,716		
<i>New works.</i>			
Sipra north distant signal	262		
New cabin for inter-locking arrangements...	2,614		
Inter-locking apparatus	1,804		
Quarters for Sipra Bridge watchmen and sentry boxes.	364	...	Sentry boxes not yet provided.
Two armed distant signal with lamps and spectacles.	1,155		
Signalling hut	1,752		
		73,147	
Total		99,782	

SCHEDULE III.

Cost of works constructed at Ujjain by Rajputana-Malwa Railway for the exclusive use of the Nagda-Ujjain Railway, interest charges on which, at the rates specified below, are to be apportioned between the Bombay, Baroda and Central India Railway and the Nagda-Ujjain Railway in the manner laid down in clause 9 (c) of the Agreement.

Particulars.	Cost of works.		Remarks.
	Estimated.	Actual.	
* At 4 per cent. per annum—	Rs.	Rs.	Not yet done.
Carriage and Wagon Stores Office ...	1,822	1,607	
Six units quarters for running room for native guards.	2,100	1,892	
Two additional units for running room for native guards.	1,241	...	
Eight units Locomotive menials' quarters.	1,914	1,329	
	7,077	4,828	
Add supervision at 10 per cent. ...	707	483	
Total ...	7,784	5,311	

N.B.—Works between the south distant signal and south new advance points are joint and have been dealt with in the schedules for joint works for the Rajputana-Malwa Railway, Nagda-Ujjain Railway and Ujjain-Bhopal Railway.

* *NOTE.*—In addition to this 4 per cent. the Bombay, Baroda and Central India Railway will pay the Rajputana-Malwa Railway 2½ per cent. for maintenance of the buildings.

BOMBAY, BARODA & CENTRAL INDIA RAILWAY.

MEMORANDUM.

With reference to the Agreement, which came into force from the 15th July 1896, between the Bombay, Baroda and Central India Railway and the Government of His Highness the Maharaja Sindhia, for the use of Nagda Station, for the working of the Nagda-Ujjain Railway from the east distant signal at Nagda to the point of entry on Rajputana-Malwa Railway land at the west end of the Sipra bridge, and for the joint use of the line from the point of entry on Rajputana-Malwa Railway land to the west distant signal at Ujjain, excluding the Sipra bridge, it is hereby agreed that the following alteration in that Agreement shall come into force with retrospective effect from the 15th July 1907, the date on which the Nagda-Muttra Railway opened for public traffic.

For the present clause 9 (a) substitute the following:—

["9 (a). The interest and maintenance charges at the rate of 6½ per cent. per annum for structures and 9 per cent. per annum for ballast and permanent-way upon the total expenditure on joint works at Nagda as it stands from time to time (*vide* Schedule I) shall be divided between the Bombay, Baroda and Central India and Nagda-Ujjain Railways as under:—

25 per cent. of the charges shall be first deducted for interchanged traffic of the two Railways, passing, untranshipped, through Nagda Junction divisible as below:—

B. B. & C. I. Railway	...	...	...	22 per cent.
Nagda-Ujjain „	...	...	...	3 „

and the balance 75 per cent. of the charges shall thereafter be divided between the two Railways in proportion to the weight of the local traffic of the two lines dealt with at Nagda. Of the share debitable to the Nagda-Ujjain Railway so much as represents interest on the cost of works, etc., at 4 per cent. per annum shall be paid by His Highness' Government to the Company in addition to the percentage for working under clause 7 and the balance representing maintenance shall be borne by the Company out of the charge referred to in clause 7."]

(Sd.) R. WOOLLCOMBE,

Acting Agent, B. B. & C. I. Railway.

(Sd.) SULTAN AHMADKHAN,

Finance Member, Gwalior State.

Dated 17th February 1913.

HIS HIGHNESS THE MAHARAJA SINDHIA'S NAGDA- UJJAIN RAILWAY.

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Cancel agreement between the Government of His Highness the Maharaja of Jaipur and the B.B. & C.I. Railway Company for the working of the Jaipur State Railways introduced, vide Corrigendum No.2, dated 28th November 1923.

(No.78, dated 25th September 1938, to the Book of Contracts relating to B.B. & C.I. Railway, Volume I.)

Corrigendum No. 2 dated 28th November 1923. — Authority Railway Board's No. 333-F.
19, dated the 13th April 1920.

Jaipur State Railways.

This replaces the agreement printed at page 67 et seq. of the Bombay Baroda and Central India Railway Book of Contracts Volume I.

AGREEMENT

BETWEEN

The Government of His Highness the Maharaja of Jaipur, hereinafter called His Highness' Government, and the Bombay, Baroda and Central India Railway Company, hereinafter styled the Company, for the working of His Highness' Railways from Sanganer to Siwai Madhopur, from Jaipur to Reengus and of such extensions on the 3' 3 $\frac{3}{4}$ " gauge, as it may be agreed upon between His Highness' Government and the Company to include in this agreement, hereinafter called the Jaipur State Railways.

1. (a) This Agreement shall be held to have come into force on and from 19th December 1916, the date of opening for traffic of the Jaipur-Reengus

Railway from Jaipur to Reengus and from that date shall supersede the Agreement, dated the 11th September 1906, come to between the Jaipur Durbar and the Company for working the Jaipur State Railway between Sanganer and Siwai Madhopur.

Note.—It is agreed that the terms of this agreement shall, with effect from 7th April 1918, be held to apply to the extension of the Jaipur-Reengus Railway from Reengus to Palsana which has been taken over by the Company for working from that date.

(b)—This Agreement shall continue in force until terminated on One year's notice from either party to the Agreement. But such notice shall expire only on either the 30th September or the 31st March in any year.

(c)—Under the conditions hereinafter recited, the Company agree to work, on behalf of His Highness' Government, the Jaipur State Railways and such extensions as it may be agreed upon between His Highness' Government and the Company to include in this Agreement.

2. All communications except those of a routine nature between His Highness' Government and the Company under this Agreement shall pass through the Resident at Jaipur.

3. The Company shall be subject in all respects, with reference to the Jaipur State Railways, to the same control by the Railway Board as they are with regard to their own line.

4. The Jaipur State Railways including lines, stations, buildings, sidings, furniture, weighing machines, dwellings for staff, level-crossings, signals, signal lamps, cash-safes, station sheets, engine and repairing sheds with their requisite machinery, provision for water supply and all other necessary appliances for working the line shall be provided by His Highness' Government, (and such alterations and additions hereto, as may from time to time be mutually agreed upon as necessary, shall be carried out by the Company at the cost of His Highness' Government and charged to the Capital account of the Jaipur State Railways, but the sanction of His Highness' Government shall in each case be previously obtained to such expenditure.)

5. The Company shall have the entire control of the train and traffic arrangements of the Jaipur State Railways during the continuance of this

Control of train and traffic arrangements.

Agreement, (but neither the Company nor any other authority shall have control in matters of jurisdiction except His Highness' Government.)

6. Engines, Carriages, wagons, wagon sheets, engine and carriage lamps, ropes and other appliances for the equipment of trains and vehicles shall be provided by the Company *free of charge*.

Rolling Stock, etc.

7. (a)—As regards all charges (except such charges as are separately provided for in Clause 7 (b) of this Agreement) on account of maintenance of way and works including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said Railways in other Departments, the said Company shall charge His Highness' Government the *same percentage of the gross earnings* as may be incurred in these Departments for the half-year in question on the Broad and Metre Gauge lines of the Bombay Baroda and Central India Railway system and these charges shall be held to include supervision and the use of rolling stock.

(b)—His Highness' Government shall be liable to provide funds for making good all damage to the said Jaipur State Railways and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance with the customary practice on Indian Railways the cost of making good such damages would be made a charge against Capital.

(c)—Notwithstanding anything in Clause 7 (a) contained, the charges on account of maintenance of way and works including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department shall not be deemed to include charges incurred in repairs or renewals which may be or become necessary owing to defective design or defective construction of the Jaipur State Railways or any portion of the same or to defective material used in the works constructed on the Jaipur State Railways or any of the same.

8. From the amounts received under Clause 7 (a) the Company shall defray all the working charges and pay the salaries of the staff and provide

Working charges, etc.

stationery, tickets, coal, oil, grease, current consumable stores, and all other necessary materials for the proper and efficient working of the Jaipur State Railways.

9. (a) During the continuance of this Agreement His Highness' Government shall provide and maintain for the purposes of the Jaipur State Railways

Police.

such a force of Police as they may, in consultation with the Company, deem necessary for the protection of the line and of property in the trains and at or in each station thereof.

(b)—The cost of this force shall be defrayed by His Highness' Government. The Officers appointed by His Highness' Government to look after the Police shall be directly under the control of the Company in all cases connected with the Railway traffic management of Station Police duties and with the investigations in cases of accident, but will be under the control of His Highness' Government in respect of appointment, promotion, dismissal, etc.

(c)—Losses, damages, etc., proved to be due to negligence or default on the part of His Highness' Government Police shall be made good by His Highness' Government, the amount being deducted from the net revenue of the Jaipur State Railways and credited to the Company.

(d)—All suits arising out of compensation claims due to negligence or default on the part of His Highness' Government Police in connection with local traffic within the limits of the Jaipur State Railways and such cases in connection with through traffic as come within the jurisdiction of His Highness' Government, shall be tried in the courts of His Highness' Government and payment of compensation in such cases will be made by the Company by debit to His Highness' Government.

10. His Highness' Government shall hold the Company harmless and indemnified from and against all losses, suits, damages, costs, charges, expenses, claims and demands whatsoever (including all legal costs and charges incurred by the Company) to which the Company may become subject or liable whether jointly with His Highness' Government or any other person or persons or alone, for or in respect of any damage due or alleged to be due to any insufficiency or alleged insufficiency or to the location of any bridges, culverts, waterways, or other works constructed on the Jaipur State Railways or for or in respect of the interference or alleged interference with the natural drainage of the country by the construction of the Jaipur State Railways or for or in respect of any accidents caused or alleged to be caused by faulty design or by defective construction of ways and works or by the use of inferior materials employed in the construction of ways and works or any of them.

11. The Company shall be responsible for the collection of all revenue appertaining to the Jaipur State Railways, including such rents as may be charged, under the Company's rules, to any of their servants, or the servants of His Highness' Government occupying dwelling-houses, the property of His Highness' Government, and shall pay the same into the British Indian Government Treasury in the same manner as their own earnings.

12. The Company shall furnish His Highness' Government with a weekly return of the approximate earnings of the Jaipur State Railways, and at the close of each half-year, ending on the 30th September and the 31st March, with a full account both of receipts and expenditure.

13. The Company shall be at liberty to obtain advances from the British Indian Government Treasury to meet the cost of working of the Jaipur State Railways and such advances shall be debited to the Revenue advance account of the line as in the case of other lines worked by the Company. The account as between the British Indian Government and His Highness' Government shall be finally adjusted at the close of each half-year, as soon as possible, after the revenue account is rendered and the balance in favour of or against His Highness' Government shall then be paid over to it or by it, as the case may be. No interest shall be paid for money drawn from the British Indian Government Treasury as advances.

14. (a)—The fares to be charged for coaching traffic and the rates to be charged for goods traffic shall be fixed from time to time by the Company in communication with and subject to the approval of His Highness' Government.

(b)—In the absence of any special agreement between His Highness' Government and the Company, the fares and rates for coaching, goods and miscellaneous traffic, and the classification of goods on the Jaipur State Railways shall, as far as may be, conform to those generally in force from time to time on the Bombay, Baroda and Central India Railway (Metre-gauge System).

(c)—Unless otherwise specially agreed to by His Highness' Government, the fares and rates for coaching, goods and miscellaneous traffic of the Jaipur State Railways for booking to and from stations on the Bombay, Baroda and Central India Railway Company's System and Foreign Railways beyond shall be calculated as if the former were an *integral* part of the Bombay, Baroda and Central India Railway (Metre-gauge System).

(d)—The same terminals shall be charged on different descriptions of traffic on the Jaipur State Railways as on the Bombay, Baroda and Central India Railway (Metre-gauge System).

(e)—Mails and Postal Officers on duty will be carried at the rates and on the conditions which may be in force from time to time on State Railways in British India.

(f)—The carriage of revenue stores for the Jaipur State Railways shall be at the revenue rate.

15. At least one composite first and second class carriage will be attached to each passenger train on the Jaipur State Railways.

Composition of Train.

16. All money transactions under this agreement, as between the British Indian Government, His Highness' Government and the Company shall be in British Indian Government rupees, and the Company shall be British Indian currency only in payment of fares and rates.

17. (a)—So long as this agreement is in force the Company shall provide all Works at Jaipur, Sanganer, Reengus and Siwai accommodations necessary for junction Madhopur. arrangements at Jaipur, Sanganer and Reengus stations within its own fences and His Highness' Government shall provide all necessary works and conveniences required exclusively for the use of the Jaipur State Railways outside the Company's fences and inside and up to the limits of its own fences.

(b)—As regards works at Reengus station the following orders of the Government of India (Foreign and Political Department), as conveyed in their letter No. 2179 I.B. dated 30th September 1916, will be acted on:—

(i)—That the Jaipur Durbar should be allowed to construct and own their buildings, way and works within the existing fences of the Rewari-Phulera Railway land at Reengus station on the understanding that the land and jurisdiction shall be retained in the possession of the Bombay, Baroda and Central India Railway and that the management of the whole junction shall be vested in the Company.

(ii)—The area to be allotted to the Durbar for this purpose to be that required for the construction of the Durbar's work as shown coloured green on plan No. 66 (290) modified so as to leave room for three Broad-gauge tracks between the platform faces.

(iii)—The Durbar to acquire the Traffic Inspector's rest house at present situated on this land and to pay for it on a valuation.

(iv)—The works constructed by the Durbar on this land to remain in possession of the Durbar and not to be altered by the Bombay, Baroda and Central India Railway Company in any way save by procedure as provided in paragraph vi, or in case of difference of opinion, after reference to decision of the Government of India.

(v)—If the Rewari-Phulera Railway should at any time be converted to Broad-gauge, the future arrangements at Reengus station to be such as may be decided upon by the Government of India.

(vi)—The Durbar to be consulted in all matters of importance connected with the management of the Durbar's property within the fences of the Rewari-Phulera Railway and due deference to be paid to their wishes by the Bombay, Baroda and Central India Railway.

(c)—No charge shall be made by the Bombay, Baroda and Central India and Jaipur State Railways for works and conveniences *wheresoever* situated that are or may be provided by either Railway for the joint use of the two lines at Siwai Madhopur.

18. All the working expenses of the Jaipur-Sanganer Section shall be borne by the Bombay, Baroda and Central India Railway Metro-gauge System, and during the continuance of this Agreement all the earnings appertaining to this section on traffic carried between these two stations shall be credited to the Bombay, Baroda and Central India Railway Metro-gauge System.

19. (a)—Should any additional works chargeable to Capital be found necessary in connection with the Jaipur State Railways after its completion, complete plans and estimates for the scrutiny and approval of His Highness' Government shall be submitted by the Company before any such works are carried out.

Provision of Additional Works.

(b)—The cost of all additional works or such improvements to existing works as may be necessary for the proper working of the line or to meet the growth of traffic, which are properly chargeable to construction account, shall be dealt with as follows:—

(i)—All works costing over Rs. 2,000 shall be charged to the Capital account of the Jaipur State Railways and shall be debited direct to His Highness' Government.

(ii)—In the case of works costing Rs. 2,000 or less, a charge to revenue will be admitted up to the same percentage of gross receipts as obtains for similar expenditure during the same half-year on the Bombay, Baroda and Central India Railway System; beyond this limit expenditure on works costing Rs. 2,000 or less shall be charged to the Capital account of the Jaipur State Railways and shall be debited direct to His Highness' Government.

20. Subject to Clause 9 hereof all claims in respect of the carriage of passengers, animals and goods, together with all legal costs incurred by the Company in respect of any suit or appeal relating to the same, shall be treated as *working expenses* and dealt with as provided for in Clause 5 hereof.

21. The Jaipur State Railways' trains shall work through direct to and from Jaipur from and to Siwai Madhopur and Reengus over the Bombay, Baroda and Central India Railway.

22. So far as is possible the staff required on the Jaipur State Railways will be recruited from natives of Jaipur.

23. Any suggestions by His Highness' Government as to timings of trains, rates or any other matters affecting State interests, or the public convenience shall be given every consideration by the Company.

24. His Highness the Maharaja of Jaipur's private saloons shall be allowed to run free of charge on any train running on the Jaipur State Railways.

25. The Indian Railways Act, 1890, or other Act or Acts for the time being in force in British India relating to railways, and the Rules, Conditions and Forms thereunder for the time being applicable to the Bombay, Baroda and Central India Railway, shall apply to the Jaipur State Railways, the said Act or Acts and Rules, Conditions and Forms shall, within railway limits on the Jaipur State Railways, constitute the law in force under which offences and actions affecting the Company and their servants within such limits shall be tried, and His Highness' Government shall take all such steps as may be necessary for the purpose of giving due effect to the provisions of this clause.

26. The Telegraph line along the Jaipur State Railways shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance as may be from time to time in force in the case of State Railways. The Company shall work the telegraph line in strict accordance with the rules which have been, or which may from time to time be, authorised by the Governor-General in Council for the adoption and working of licensed railway telegraph lines in British India.

27. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration, and arbitrators approved of by both parties shall be appointed when necessary.

28. This agreement is subject to confirmation by the Boards of Directors of the Company and the Government of India through the Railway Board.

MUNSHI RAMPRATAP,

Secretary,
Jaipur Council.

R. WOOLLCOMBE,

Agent,
B. B. & C. I. Railway.

Dated 21st December 1918.

JAIPUR STATE RAILWAY.

AGREEMENT BETWEEN THE JAIPUR DURBAR (hereinafter called "the Durbar") and THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY (hereinafter called "the Company") for working the Jaipur State Railway between Sanganer and Sewai Madhopur.

Under the conditions hereinafter appearing the Company agree to work the Jaipur State Railway on behalf of the Durbar for two years certain from the date upon which the branch from Sanganer to Sewai Madhopur is opened throughout for traffic; after which period this agreement shall be deemed to continue in force until the same shall be terminated by notice of not less than 12 calendar months from either party, but which notice shall only be given so as to expire on the (30th June) * 30th September or the (31st December) 31st March in any year.

Duration of Agreement.

2. The Company shall have the entire control of the train and traffic arrangements of the Jaipur State Railway during the continuance of this agreement, but neither the Company nor any other authority shall have control in matters of jurisdiction except the Durbar.

Control of train and traffic arrangements.

3. The Jaipur State Railway including line stations, buildings, sidings, furniture, weighing machines, dwellings for staff, level-crossings, signals, signal lamps, cash-safes, station sheets, engine and repairing sheds with their requisite machinery, provision for water-supply and all other necessary appliances for working the line shall be provided by the Durbar and such alterations and additions thereto as may from time to time be mutually agreed upon as necessary shall be carried out by the Company at the cost of the Durbar and charged to the Capital account of the Jaipur State Railway, but the sanction of the Durbar shall in each case be previously obtained to such expenditure.

Provision of Works etc.

4. Engines, carriages, wagons, sheets, engine and carriage lamps, ropes and other appliances for the equipment of trains and vehicles shall be provided by the Company free of charge.

Rolling stock, etc.

5. As regards the charges on account of working expenses in all departments (but excluding the cost of repairs due to such visitations as floods or earthquakes, etc., which shall be charged wholly to the Jaipur State Railway) the Company shall charge the Durbar the same percentage of the gross earnings of the Jaipur State Railway, as the total expenditure incurred in these departments for the half year in question on the entire B. B. & C. I. Railway System bears to the earnings of that system, and such charges shall be deemed to and shall include supervision.

Maintenance of Works and Works, etc.

6. From the amounts thus apportioned chargeable as working expenses the Company shall defray all the working charges and pay the salaries of the staff and provide stationery, tickets, coal, oil, grease, current consumable stores, and all other necessary materials for the proper and efficient working of the Jaipur State Railway.

Working charges, etc.

7. During the continuance of the agreement the Durbar shall provide and maintain for the purposes of the Jaipur State Railway such a force of Police as the Durbar may, in consultation with the Company, deem, necessary for the protection of the line and of property in the trains and at or in each station thereof.

Police.

(a) The cost of this force shall be defrayed by the Durbar. The Officers appointed by the Durbar to look after the Police shall be directly under the control of the Company in all cases connected with the Railway traffic management of Station Police duties and with the investigations in cases of accident, but will be under the control of the Durbar in respect of appointment, promotion, dismissal, etc.

Police.

* Superseded with effect from the 1st April 1913, vide Corrigendum dated 21st October 1911 to this agreement.

Police. Losses due to. (b) Losses, damages, etc., proved to be due to negligence or default on the part of the Durbar's Police shall be made good by the Durbar, the amount being deducted from the net revenue of the Jaipur State Railway and credited to the Company.

Police. Losses due to. (c) All suits arising out of compensation claims due to negligence or default on the part of the Durbar's Police in connection with local traffic within the limits of the Jaipur State Railway and such cases in connection with through traffic as come within the jurisdiction of the Durbar shall be tried in the courts of the Durbar, and payment of compensation in such cases will be made by the Company by debit to the Durbar.

Claims for damages. 8. All claims for damages arising out of the construction of, or any structural defect in, the Jaipur State Railway shall be met by the Durbar, the Company accepting no liability whatever on this account; and the Durbar shall also pay to the Company all expenses, including legal costs, which they may incur in respect of any suit or appeal brought or filed in connection with any such claim as aforesaid.

Collection of revenue. 9. The Company shall be responsible for the collection of all revenue appertaining to the Jaipur State Railway, including such rents as may be charged, under the Company's rules, to any of their servants, or the servants of the Durbar occupying dwelling houses, the property of the Durbar, and shall pay the same into the British Indian Government Treasury in the same manner as their own earnings.

Accounts. 10. The Company shall furnish the Durbar with a weekly return of the approximate earnings of the Jaipur State Railway and at the close of each half-year, ending on the (30th June)* 30th September and the (31st December)* 31st March with a full account both of receipts and expenditure.

Accounts. 11. The Company shall be at liberty to obtain advances from the British Indian Government Treasury to meet the cost of working of the Jaipur State Railway and such advances shall be debited to the revenue advance account of the line as in the case of other lines worked by the Company.

Accounts. 12. The accounts between the British Indian Government and the Durbar shall be finally adjusted at the close of each half-year, as soon as possible, after the revenue account is rendered and the balance in favour of or against the Durbar shall then be paid over to it or by it, as the case may be. No interest shall be paid for money drawn from the British Indian Government Treasury as advances.

†12A. [From the close of the half-year in which the Jaipur State Railway shall be opened throughout for public traffic the Jaipur Durbar shall receive out of the Government share of the net earnings of the Rajputana Malwa Railway, and outside the Contract with the B. B. and C. I. Railway Company, an annual rebate not exceeding 10 per cent. of the net earnings of the Main line from traffic interchanged with the branch line, to such extent as may be necessary to make up, together with the net earnings of the branch an amount sufficient to give a return of $3\frac{1}{2}$ per cent. per annum on the actual capital expenditure incurred on the railway to the close of the year in respect of which the rebate is paid. *Added Vide Railway Board's letter No. 1310-R. T., dated 30th October 1907, to the Secretary to the Government of Bombay, Public Work Department, Railway Branch*].

Rates and Fares. 13. (a) The fares to be charged for Coaching Traffic and the rates to be charged for Goods Traffic shall be fixed from time to time by the Company in communication with and subject to the approval of the Durbar.

Rates and Fares. (b) In the absence of any special agreement between the Durbar and the Company the fares and rates for Coaching, Goods and Miscellaneous Traffic, and the classifications of Goods on the Jaipur State Railway shall, as far as may be, conform to those generally in force from time to time on the Rajputana-Malwa Railway.

* Superseded with effect from the 1st April 1913, vide corrigendum dated 21st October 1914 to this agreement.
† This number is provisional.

(c) Unless otherwise specially agreed to by the Durbar, local rates only shall be charged for the traffic on the Jaipur State Railway and the through rates shall be the sum of the ordinary local rates on the Jaipur State Railway added to any rates, ordinary or special, and whether through or local, to and from Sanganer Junction which may be in force from time to time on the Rajputana-Malwa Railway. Rates and Fares.

(d) Mails and Postal officers on duty will be carried at the rates and on the condition which may be in force from time to time on State Railways in British India.

14. At least one composite first and second class carriage will be attached to each passenger train on the Jaipur State Railway. Composition of Train.

15. All money transactions under this agreement, as between the British Indian Government, the Durbar and the Company shall be in British Indian Government rupees, and the Company are to accept the British Indian currency only in payment of fares and rates. British rupees Currency.

16. The Indian Railways Act, 1890, or other the Act or Acts for the time being in force in British India relating to railways and the Rules, Conditions and Forms thereunder for the time being applicable to the Rajputana-Malwa Railway, shall apply to the Jaipur State Railway; the said Act or Acts and Rules, Conditions and Forms shall, within Railway limits on the Jaipur State Railway, constitute the law in force under which offences and actions affecting the Company and their servants in such limits shall be tried, and the Durbar shall take all such steps as may be necessary for the purpose of giving due effect to the provisions of this clause. Indian Railways Act.

17. The Jaipur State Railway's trains shall work through direct to and from Jaipur from and to Sewai Madhopur over the Rajputana-Malwa Railway between Jaipur and Sanganer and no delay shall occur at Sanganer Junction in working the trains to and from Jaipur. Working of Trains between Jaipur and Sanganer.

18. So long as this agreement is in force any additional works required at Jaipur will be paid for by the Company. As regards Sanganer station the Company shall provide all accommodation necessary for junction arrangements within its own fences and the Durbar will provide all necessary works and conveniences required exclusively for the use of its own line outside the Company's fences and inside and up to the limits of its own fences. Works at Jaipur and Sanganer.

19. All the working expenses of the Jaipur-Sanganer Section shall be borne by the Rajputana-Malwa Railway, and during the continuance of this agreement all the earnings appertaining to this section on traffic carried between these two stations shall be credited to the Rajputana-Malwa Railway. Earnings and Expenses on the Jaipur-Sanganer section.

20. Subject to clause 7 hereof all claims in respect of the carriage of passengers, animals and goods, together with all legal costs incurred by the Company in respect of any suit or appeal relating to the same, shall be treated as working expenses and dealt with as provided for by the last preceding clause hereof. Treatment of Claims.

21. The carriage of revenue stores for the Jaipur State Railway shall be at revenue rates. Carriage of Revenue stores.

22. So far as is possible the staff required on the Jaipur State Railway will be recruited from the natives of Jaipur. Staff.

23. Should any additional works chargeable to capital be found necessary in connection with the Jaipur State Railway after its completion, complete plans and estimates for the scrutiny and approval of the Durbar shall be submitted by the Company before any such works are carried out. Additional Works on Jaipur State Railway.

24. The cost of all additional works or such improvements to existing works as may be necessary for the proper working of the line or to meet the growth of traffic, which are properly chargeable to construction account, shall be dealt with as follows:— Additional Works.

(a) All works costing over Rs. 2,000 shall be charged to the Capital account of the Jaipur State Railway and shall be debited direct to the Durbar.

(b) In the case of works costing Rs. 2,000 or less, a charge to revenue will be admitted up to the same percentage of gross receipts as obtains for similar expenditure during the same half-year on the B. B. and C. I. Railway System; beyond this limit expenditure on works costing Rs. 2,000 or less shall be charged to the Capital account of the Jaipur State Railway and shall be debited direct to the Durbar.

(Note.—Supervision charges in connection with new minor works debitabie to the Capital Account of the Jaipur State Railway may be waived. Added Vide Railway Board's No. 822C.—3497, dated 14th September 1914, to the Agent, B. B. & C. I. Railway.)

25. Any suggestions by the Durbar as to timings of trains, rates or any other matter affecting State interests, or the public convenience shall be given every consideration by the Company.

26. His Highness the Maharaja of Jaipur's private saloon shall be allowed to run free of charge on any train running on the Jaipur State Railway.

27. The telegraph line along the Jaipur State Railway shall be constructed and maintained by the Imperial Telegraph Department, or the same terms as regards charges for rent and maintenance as may be from time to time in force in the case of State Railways. The Company shall work the telegraph line in strict accordance with the rules which have been, or which may from time to time be, authorised by Governor General in Council for the adoption and working of licensed railway telegraph lines in British India.

28. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration, and arbitrators approved of by both parties will be appointed when necessary.

29. This agreement is subject to confirmation by the Board of Directors of the Company and the Government of India.

A. D. G. SHELLEY,
Agent, B. B. & C. I. Railway,
SANSAR CHANDRA SEN,
Rao Bahadur, M. V. O.,
Member, Jaipur Council.

Dated 11th September 1906.

Timings of Trains.

Maharaja's Private saloon.

Telegraph Line.

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Confirmation.

JAIPUR STATE RAILWAY.

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CORRIGENDUM No. 6.

(Corrigendum No. 6, dated 28th November 1923.—Authority Railway Board's No. 1339—
F., dated 27th May 1922).

Bombay, Baroda and Central India Railway Company.

(Incorporated in England by Special Act of Parliament).

Corrigendum to the Agreement, dated the 17th May 1902, entered into between the Cambay Durbar and the Bombay, Baroda and Central India Railway Company for working the Tarapur-Cambay State Railway, vide agreement printed at pages 73 to 80 of the Bombay, Baroda and Central India Railway Book of Contracts, Volume I.

The following alterations shall be made in the said Agreement owing to the adoption of the annual instead of half-yearly Capital and Revenue Accounts, with effect from the 1st April 1920 :—

- (1) For the words "Half-year" appearing in the 3rd line of Clause 9 (b) and 4th line of Clause 11 of the said Agreement, read "year".
- (2) *Substitute* the following Clause for Clause 13 :—
"The Capital and Revenue Accounts of the Railway will be prepared for the year ending 31st March, but the net earnings will be paid to the Cambay Durbar every half-year (the payment for the first half of the year being subject to adjustment at the end of the year). The Account as between the Bombay Government and the Cambay State shall be finally adjusted at the close of the year as soon as possible after the Revenue Account is rendered, and the balance in favour of or against the Cambay State after effecting the adjustment for the first half, shall then be paid over to it or by it, as the case may be."

V. K. NAMJOSHI,
Administrator,
Cambay State.

R. TODD,
for Agent,
B. B. & C. I. Railway.

Dated 27th January 1921.

CORRIGENDUM No. 7.

(Corrigendum No. 7, dated 28th November 1923.—Authority Railway Board's No. 338 F.—
19, dated 23rd May 1922.)

Bombay, Baroda and Central India Railway Company.

INCLUDING THE HOLKAR STATE AND THE SCINDIA-NEEMUCH STATE RAILWAYS.

(Incorporated in England by Special Act of Parliament.)

Corrigendum to the Agreement, dated the 21st December 1918, entered into between His Highness the Maharaja of Jaipur and the Bombay, Baroda and Central India Railway Company, for working the Jaipur State Railway vide agreement printed at pages 67 to 70 of the Bombay, Baroda and Central India Railway Book of Contracts, Volume I.

The following alterations shall be made in the said Agreement owing to the adoption of the annual instead of half-yearly Capital and Revenue Accounts, with effect from the 1st April 1920 :—

- (1) Delete the words "either the 30th September or" from lines 4 and 5 of clause I (b) of the said Agreement.
- (2) For the words "Half-year" appearing in the 14th line of clause 7 (a) and 5th line of clause 19 (b) (ii) of the said Agreement, read "year".
- (3) For the words "Half-year ending on the 30th September and the 31st March" appearing in the 4th, 5th and 6th lines of clause 12 of the said Agreement, read "year ending on the 31st March."
- (4) Substitute the following clause for clause 13 of the said Agreement :—

"The Company shall be at liberty to obtain advances from the British Indian Government Treasury to meet the cost of working of the Jaipur State Railways and such advances shall be debited to the Revenue Advance Account of the line as in the case of other lines worked by the Company. The Capital and Revenue Accounts of the line shall be prepared for the year ending on the 31st March, but the net earnings of the line shall be paid to His Highness' Government each half-year, the payment for the first half-year being subject to adjustment at the end of the year. The account as between the British Indian Government and His Highness' Government shall be finally adjusted at the close of the year, as soon as possible, after the Revenue Account is rendered and the balance (after deducting the payment for the first half-year) in favour of or against His Highness' Government shall then be paid over to it or by it as the case may be. No interest shall be paid for money drawn from the British Indian Government Treasury as advances."

M. N. JAUHEAR,
Secretary,
Jaipur Council.

N. MEDLEY,
for Agent,
B. B. & C. I. Railway.

Dated 29th March 1921.

TARAPUR-CAMBAY STATE RAILWAY.*

HEADS OF AGREEMENT BETWEEN THE CAMBAY DARBAR, hereinafter called the Cambay State, and THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY, hereinafter styled the Company, for the working of the Cambay State Railway from Tarapur to Cambay, hereinafter called the Tarapur-Cambay Railway.

Note.—This line is to be treated as a subsidiary line under Clauses 1 and 46 of the Principal Contract between the Secretary of State and the Bombay, Baroda and Central India Railway Company.

Under the conditions hereinafter recited, the Company agree to work, on behalf of the Cambay State, the Tarapur-Cambay Railway which begins at 8 miles and 1,760 ft. from Petlad, and such extensions as it may be agreed upon between the Cambay State and the Company to include in this arrangement, with effect from the 20th June 1901, from which date the B. B. & C. I. Railway Company work the line.

‡ 1. (a) [The said Company shall, on behalf of the said State, work and maintain the said Tarapur-Cambay Railway from the 1st day of July 1908 to the 30th day of June 1909 (both days inclusive) upon the terms and conditions contained in the said Working Agreement, subject to such modifications and alterations in the same as are hereinafter mentioned. *Vide Clause 1 of Agreement, dated 17th October 1908, between the B. B. & C. I. Railway Company and the Cambay Darbar.*]†

‡ (b) [The said Company shall, on behalf of the said State, continue to work and maintain the said Tarapur-Cambay Railway from the 1st day of July 1909 upon the terms and conditions contained in the said Working Agreement, subject to such modifications and alterations in the same and the power of determination thereof as are hereinafter mentioned. *Vide Clause 1 of Agreement, dated 10th May 1910, between the B. B. & C. I. Railway Company and the Cambay Darbar.*]

‡ (c) [The said Working Agreement shall, for purposes of Clause 1 hereof, be read and construed as if all the modifications and alterations contained in Clauses 2 and 4 hereof (both inclusive) were respectively incorporated therein and formed a portion thereof but subject to such modifications and alterations as aforesaid the terms and conditions in the said Working Agreement shall be of full force and binding upon the said parties hereto. *Vide Clause 5 of the Agreements, dated 17th October 1908 and dated 10th May 1910, between the B. B. & C. I. Railway Company and the Cambay Darbar.*]

2. The said Company shall have the entire control of the train and traffic arrangements of the Tarapur-Cambay Railway during the continuance of this Agreement.

3. All communications between the Cambay State and the Company under this Agreement shall pass through the Political Agent and the Consulting Engineer for Railways to the Government of Bombay, the latter of whom shall, for the purposes of this Agreement, undertake the same general duties with respect to the Tarapur-Cambay Railway as are entrusted to him with respect to the Railways under the control of the Bombay Government and take the orders of Government when necessary.

4. The Company shall be subject in all respects with reference to the Tarapur-Cambay Railway to the same control by the Bombay Government as they are with regard to their own line.

* This Agreement is referred to as the "Working Agreement" and the Cambay Darbar as the "State" in the Agreements, dated 17th October 1908 and dated 10th May 1910, between the Cambay Darbar and the B. B. & C. I. Railway Company. *Vide preamble of these Agreements.*

† The Company had given notice of their intention to terminate and discontinue the working and maintaining the Tarapur-Cambay Railway on and from 30th June 1908. *Vide Preamble of the Agreement between the Company and the State, dated 17th October 1908.*

‡ This number is provisional.

5. The Tarapur-Cambay Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level-crossings, signals, signal lamps, cash safes, station paulins, engine and repairing sheds, provision for water-supply and all other necessary appliances for working the line, shall be provided by, or at the cost of, the Cambay State, and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by, or at the cost of, the Cambay State.

6. The whole of the engines, carriages, wagons, sheets and other appliances for the equipment of trains and vehicles shall be provided by the Company.

[7. (a) As regards all charges (except such charges as are separately provided for in clause 7 (b) of this Agreement) on account of maintenance of way and works including repairs of bridges, station and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said line in other Departments the said Company shall charge to the said State the same percentage of the gross earnings as may be incurred in these Departments for the half year in question on the Broad and Metre-Gauge Lines of the Bombay, Baroda and Central India Railway and these charges shall be held to include supervision and the use of Rolling Stock.

(b) The said State shall be liable to provide funds for making good all damage to the said Tarapur-Cambay Railway and works which shall be due to extraordinary casualty affecting the same of such a nature that in accordance with the customary practice on Indian Railways the cost of making good such damages would be made a charge against capital. *Substituted vide Agreements, dated 17th October 1908 and 10th May 1910, Clause 2 between the Cambay Darbár and the B. B. & C. I. Railway Company.*]

[7. *As regards all charges on account of maintenance of way and works including the repairs of bridges, stations and buildings, conservancy of rivers and all other works ordinarily constructed or repaired by the Engineering Department, and as regards the expenses incurred in working the line in other Departments, the Company shall charge to the Cambay State the same percentage of the gross earnings as may be incurred in these Departments for the half-year in question on the Broad and Metre-Gauge lines of the B. B. & C. I. Railway System, and these charges shall be held to include supervision and the use of rolling stock. Superseded vide Agreements, dated 17th October 1908 and 10th May 1910, between the Cambay Darbár and the B. B. & C. I. Railway Company—Clause 2.*]

8. From the amounts thus apportioned, chargeable as working expenses, the Company shall defray all the working charges and pay the salaries of the staff and provide stationery, tickets, coal, oil, grease, current consumable stores and all other necessary materials for the proper and efficient working of the Tarapur-Cambay Railway.

9. [Subject to the provisions, Clause 7 (b) hereof*] the cost of all additional works or such improvements to existing works as may be necessary for the proper working of the line or to meet the growth of traffic, which are properly chargeable to construction account, shall be dealt with as follows:—

(a) All works costing over Rs. 1,000 shall be charged to the capital account of the Tarapur-Cambay Railway and shall be debited direct to the Cambay State.

(b) In the case of works costing Rs. 1,000 or less, a charge to revenue will be admitted up to the same percentage of gross receipts as obtains for similar expenditure during the same half-year on the Broad and Metre-Gauge lines of the B. B. & C. I. Railway System; beyond this limit expenditure on works costing Rs. 1,000 or less shall be charged to the Capital Account of the Tarapur-Cambay Railway and shall be debited direct to the Cambay State.

* Added vide Clause 3 of Agreements, dated 17th October 1908 and 10th May 1910, between the Cambay Darbár and the B. B. and C. I. Railway Company.

10. The Company shall be responsible for the collection of all revenue appertaining to the Tarapur-Cambay Railway, including such rents as may be charged, under the Company's rules, to any of their servants or the servants of the Cambay State occupying dwelling houses, the property of the Cambay State, and shall pay the same into the treasury in the same manner as their own earnings.

11. The Company shall furnish the Cambay State, through the Political Agent and the Consulting Engineer for Railways to the Government of Bombay, with a weekly return of the approximate earnings of the Tarapur-Cambay Railway, and at the close of each half-year, with a full account both of receipts and expenditure under detailed heads to be settled between the Consulting Engineer and the Company.

12. Advances shall be made by the Government Treasury to meet the cost of working the Tarapur-Cambay Railway.

13. The account as between the Bombay Government and the Cambay State shall be finally adjusted at the close of each half-year as soon as possible after the revenue account is rendered, and the balance in favour of or against the Cambay State shall then be paid over to it or by it as the case may be.

14. (a) The fares to be charged for coaching traffic and the rates to be charged for goods traffic shall be fixed from time to time by the Agent of the Company in communication with, and subject to the approval of, the Cambay State.

(b) In the absence of any special agreement between the Cambay State and the Company the fares and rates for coaching, goods and miscellaneous traffic and the classification of goods on the Tarapur-Cambay Railway shall, as far as may be, conform to those generally in force on the B. B. & C. I. Railway.

(c) In the equipment of passenger trains there shall always be ordinarily attached one composite first and second class carriage. The number will be increased according to requirement.

(d) Mails and Postal Officers on duty shall be carried at the rates and on the conditions which may be in force from time to time on State Railways in British India.

15. Through rates shall ordinarily be the sum of the local rates to the junction, but special agreement may be come to in regard to through traffic.

16. The same terminals shall be charged on different descriptions of traffic on the Tarapur-Cambay Railway as on the B. B. & C. I. Railway.

17. All money transactions under this Agreement as between the Bombay Government, the Cambay State and the Company shall be in British Government Rupees, and the Company are to accept the British Currency only in payment of fares and rates.

18. [This Agreement and the said Working Agreement may be determined by either party giving to the other 12 calendar months' notice in writing in that behalf terminating at any time.]

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Insert the following as Clause 19 in the said Agreement and re-number the existing Clauses 19, 20, 21, 22 and 23 as 20, 21, 22, 23 and 24, respectively :—

“19. The Cambay State Saloon when occupied by His Highness the Nawab Sahib Bahadur of Cambay or members of his family, shall be allowed to run free of haulage charge on any train running on the Tarapur-Cambay State Railway.”

(Railway Board's No. 0312. F., dated 30th March 1937.)

(No. 65 dated 5th April 1937 to the Book of Contracts relating to B., B. & C. I. Railway, Volume I.)

21. 20. The Indian Railways Act and the Standing Regulations of the Company as applicable to the B. B. & C. I. Railway, as approved by the Governor-General in Council under the Indian Railways Act, which have been accepted by the Cambay State, shall apply to the Tarapur-Cambay Railway. The above Act and Standing Regulations shall, within Railway limits on the Tarapur-Cambay Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried.

22. 21. The telegraph line along the Tarapur-Cambay Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance as may be from time to time in force in the case of State Railways. The Company shall work the line in strict accordance with the rules which have been, or which from time to time may be, authorised by the Governor-General in Council for the adoption and working of licensed Railway telegraph lines in British India.

23. 22. The telegraph instruments at stations on the Tarapur-Cambay Railway shall be maintained by the Company, and a charge of Rs. 4-0-0 per instrument per month shall be paid by the Cambay State.

24. 23. The foregoing clauses are subject to confirmation by the Board of Directors of the Company.

H. D. OLIVIER, Lt.-Col., R.E.,

Agent, B. B. & C. I. Railway.

W. R. SHAW,

for Officiating Consulting Engineer for Railways
to Government of Bombay.

MADHAVRAW H.,

Minister of the Cambay State.

Dated 17th May 1902.

Indian
Stamp
8 annas.

AN AGREEMENT made and entered into this Seventeenth day of October 1903 BETWEEN the Bombay, Baroda and Central India Railway Company a joint stock Company incorporated by special Act of Parliament (now repealed) intituled "The Bombay, Baroda and Central India Railway Act, 1859" and the incorporation whereof is continued by special Act of Parliament intituled "The Bombay, Baroda and Central India Railway Act, 1906" and having its head office in India situate in the Queen's Road in the City of Bombay (hereinafter called "the said Company" in which expression are included where the context so admits its successors and assigns) of the one part and the Government of His Highness the Nawab Jafer Ali Khan Sahib Bahadur Ruler of the State of Cambay (hereinafter referred to as "the said State" in which expression are included where the context so admits the Government of His Highness the Nawab Jafer Ali Khan Sahib Bahadur and his successors rulers for the time being of the said State) of the other part WHEREAS the said Company have for some years past worked and maintained on behalf of the said State upon the terms and conditions of a certain Working Agreement made between the said parties hereto dated the 17th day of May 1902 the standard gauge line of Railway which begins at 8 miles and 1,760 feet from Petlad (hereinafter referred to as "the said Tarapur-Cambay Railway") and is the property of the said State and is mostly situate within the territories of the said State AND WHEREAS the said Company gave notice to the said State of their intention to terminate and discontinue the working and maintaining of the said Tarapur-Cambay Railway as from and after the 30th day of June 1908 AND WHEREAS the said State have requested the said Company to continue the working and maintaining of the said Tarapur-Cambay Railway which the said Company have consented to do for a further period of one year to be computed from the 1st day of July 1908 upon the terms and conditions contained in the said Working Agreement dated the 17th day of May 1902 (hereinafter referred to as "the said Working Agreement") but subject to such modifications and alterations in the same as are hereinafter mentioned NOW IT IS HEREBY AGREED by and between the said parties hereto as follows :—

1. The said Company shall on behalf of the said State work and maintain the said Tarapur-Cambay Railway from the 1st day of July 1908 to the 30th day of June 1909 (both days inclusive) upon the terms and conditions contained in the said Working Agreement subject to such modifications and alterations in the same as are hereinafter mentioned.

2. In lieu of Clause 7 contained in the said Working Agreement the following Clause shall be substituted, namely :—

"7 (a). As regards all charges (except such charges as are separately provided for in "Clause 7 (b) of this Agreement) on account of maintenance of way and works "including the repairs of bridges, stations and buildings, conservancy of rivers and "all other works ordinarily constructed or repaired by the Engineering Department "and as regards the expenses incurred in working the said line in other Departments "the said Company shall charge to the said State the same percentage of the "gross earnings as may be incurred in these Departments for the half-year in "question on the Broad and Metre-gauge Lines of the B. B. & C. I. Railway "System and these charges shall be held to include supervision and the use of the "rolling stock.

"(b). The said State shall be liable to provide funds for making good all damage to the "said Tarapur-Cambay Railway and works which shall be due to extraordinary "casualty affecting the same of such a nature that in accordance with the "customary practice on Indian Railways the cost of making good such damages "would be made a charge against Capital."

3. Before the words : "The cost of all additional works or such improvements" at the commencement of Clause 9 of the said Working Agreement shall be inserted the words "Subject to the provisions of Clause 7 (b) hereof".

4. Clause 18 of the said Working Agreement shall be cancelled.

5. The said Working Agreement shall for the purposes of Clause 1 hereof be read and construed as if all the modifications and alterations contained in Clauses 2 to 4 hereof (both inclusive) were respectively incorporated therein and formed a portion thereof but subject to such modifications and alterations as aforesaid the terms and conditions contained in the said Working Agreement shall be of full force and binding upon the said parties hereto.

In witness whereof Archibald Douglas Graham Shelley, Major, R. E. (retired), the Agent of and on behalf of the said Company, and Rao Bahadur Madhavram Harinarayen Vyas, Dewan, on behalf of the said State, have hereunto set their respective hands the day and year first above written.

Signed by the said Archibald Douglas }
Graham Shelley, the Agent of the Bombay,
Baroda and Central India Railway Company,
in the presence of }

A. D. G. SHELLEY.

GEORGE H. B. RADCLIFFE,
Ag. Secretary to the Agent,
B. B. & C. I. Ry. }

Signed by the said Rao Bahadur Madhavram }
Harinarayen Vyas, Dewan, in the presence of }

P. H. MEHTA,
Personal Assistant to the
Dewan, Cambay State. }

MADHAVRAM H.

AN AGREEMENT made and entered into this tenth day of May 1910 BETWEEN the Bombay, Baroda and Central India Railway Company a joint stock company incorporated by special Act of Parliament (now repealed) intituled "The Bombay, Baroda and Central India Railway Act, 1859," and the incorporation whereof is continued by special Act of Parliament intituled "The Bombay, Baroda and Central India Railway Act, 1906," and having its head office in India situate in the Queen's Road in the City of Bombay (hereinafter called "the said Company" in which expression are included where the context so admits its successors and assigns) of the one part and the Government of His Highness the Nawab Jafer Ali Khan Sahib Bahadur Ruler of the State of Cambay (hereinafter referred to as "the said State" in which expression are included where the context so admits the Government of His Highness the Nawab Jafer Ali Khan Sahib Bahadur and his successors Rulers for the time being of the said State) of the other part WHEREAS the said Company have for some years past worked and maintained on behalf of the said State upon the terms and conditions of a certain Working Agreement made between the said parties hereto dated the 17th day of May 1902 the Standard gauge line of Railway which begins at 8 miles and 1,760 feet from Petlad (hereinafter referred to as "the said Tarapur-Cambay Railway") and is the property of the said State and is mostly situate within the territories of the said State AND WHEREAS the said Company gave notice to the said State of their intention to terminate and discontinue the working and maintaining of the said Tarapur-Cambay Railway as from and after the 30th day of June 1908 AND WHEREAS the said State requested the said Company to continue the working and maintaining of the said Tarapur-Cambay Railway which the said Company consented to do for a further period of one year commencing from the 1st day of July 1908 and ending on the 30th day of June 1909 upon the terms and conditions contained in the said Working Agreement dated the 17th day of May 1902 (hereinafter referred to as "the said Working Agreement") but subject to the modifications and alterations in the same contained in a supplemental Agreement made between the said parties hereto dated the 17th day of October 1908 AND WHEREAS the said State have requested the said Company to continue the working and maintaining of the said Tarapur-Cambay Railway as from the 1st day of July 1909 upon the terms and conditions contained in the said Working Agreement which the said Company have consented to do subject to such modifications and alterations being made in the same as are hereinafter mentioned. NOW IT IS HEREBY AGREED by and between the said parties hereto as follows :—

1. The said Company shall on behalf of the said State continue to work and maintain the said Tarapur-Cambay Railway from the 1st day of July 1909 upon the terms and conditions contained in the said Working Agreement subject to such modifications and alterations in the same and the power of determination thereof as are hereinafter mentioned.

2. In lieu of Clause 7 contained in the said Working Agreement the following Clause shall be substituted namely :—

"7 (a) As regards all charges (except such charges as are separately provided for in "Clause 7 (b) of this Agreement) on account of maintenance of way and works "including the repairs of bridges stations and buildings conservancy of rivers and "all other works ordinarily constructed or repaired by the Engineering Department and as regards the expenses incurred in working the said line in other "Departments the said Company shall charge to the said State the same "percentage of the gross earnings as may be incurred in these Departments for the "half-year in question on the Broad and Metre-gauge Lines of the B.B. & C. I. "Railway System and these charges shall be held to include supervision and the use "of rolling stock.

"(b) The said State shall be liable to provide funds for making good all damage to the "said Tarapur-Cambay Railway and works which shall be due to the extraordinary "casualty affecting the same of such a nature that in accordance with the customary "practice on Indian Railways the cost of making good such damages would be "made a charge against Capital."

3. Before the words "The cost of all additional works or such improvements" at the commencement of Clause 9 of the said Working Agreement shall be inserted the words "Subject to the provisions of Clause 7 (b) hereof."

4. Clause 18 of the said Working Agreement shall be cancelled.

5. The said Working Agreement shall for the purposes of Clause 1 hereof be read and construed as if all the modifications and alterations contained in Clauses 2 to 4 hereof (both inclusive) were respectively incorporated therein and formed a portion thereof but subject to such modifications and alterations as aforesaid the terms and conditions contained in the said Working Agreement shall be of full force and binding upon the said parties hereto.

6. This Agreement and the said Working Agreement may be determined by either party giving to the other 12 calendar months' notice in writing in that behalf (terminating at any time) and upon the expiration of such notice this Agreement and the said Working Agreement shall cease and determine.

In witness whereof Archibald Douglas Graham Shelley, Major, R.E. (retired), the Agent of and on behalf of the said Company, and Madhavram Harinarayan Vyas, Dewan on behalf of the said State, have hereunto set their respective hands the day and year first above written.

Signed by the said Archibald Douglas Graham Shelley, the Agent of the Bombay, Baroda and Central India Railway Company, in the presence of

A. C. OWEN,
Secretary to Agent,
B. B. & C. I. Ry. Co.

A. D. G. SHELLEY.

Signed by the said MADHAVRAM HARI-NARAYAN VYAS, Dewan, in the presence of

P. H. MEHTA,
Personal Assistant to the
Dewan, Cambay State.

MADHAVRAM H.

TARAPUR-CAMBAY STATE RAILWAY.

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CORRIGENDUM No. 1.

Authority Railway Board's No. 450-F.-18, dated 9th October 1918.

Rajpipla State Railway.

This supersedes the Agreement printed at pages 85 et seq. of the Bombay, Baroda and Central India Railway Book of Contract, Volume I.

AGREEMENT

BETWEEN

The Government of His Highness the Raja of Rajpipla State hereinafter called His Highness' Government and the Bombay, Baroda and Central India Railway Company hereinafter, styled the Company, for the working of His Highness' Railway from Anklesvar to Nandod and such extensions as it may be agreed upon between His Highness' Government and the Company to include in this Agreement on the 2' 6" gauge hereinafter called the Rajpipla Railway.

1. (a)—This Agreement shall be held to have come into force on and from the 10th November 1917 the date of opening for traffic of the Extension of the Rajpipla Railway from Nandod station (to be closed hereafter) to Nandod City (hereinafter to be called "Nandod") and supersedes the Agreement dated the 19th March 1900.

(b)—This Agreement shall continue in force until terminated on one year's notice from either party to the Agreement. But such notice shall expire only on either the 30th September or the 31st March in any year.

(c)—Under the conditions hereinafter recited, the Company agree to work, on behalf of His Highness' Government the Rajpipla Railway and such extensions as it may be agreed upon between His Highness' Government and the Company to include in this Agreement.

2. All communications except those of a routine nature between His Highness' Government and the Company under this Agreement shall pass through the Political Agent, Rewa Kantha.

3. The Company shall be subject in all respects, with reference to the Rajpipla Railway, to the same control by the Railway Board as they are with regard to their own line.

4. (a)—The Rajpipla Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level-crossings, signals, signal lamps, cash-safes, station sheets, rolling stock, engine and repairing sheds, provision for water supply, tools and plants for all departments and all other necessary appliances for working the line, shall be provided by, or at the cost of, His Highness' Government and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by, or at the cost of His Highness' Government.

(b)—The cost of all new works and equipment which may be necessary at Anklesvar Junction for the joint working of traffic between the Bombay, Baroda and Central India and Rajpipla Railways including all additions and alterations thereto and also to any existing facilities (except ballast and permanent-way which shall be provided and maintained by each Railway at its

own cost) debitable either to Capital or Revenue, shall be provided at the equal cost of the two Railways. These works shall be entered in Schedule No. 1 and maintenance charges at the rate of $2\frac{1}{2}$ per cent. per annum on their total cost shall be levied and shared equally by the two Railways. On the dismantlement of such works the credits realised will be shared by the two Railways in equal proportions.

(c)—The provisions mentioned in paragraph (b) above are accepted and agreed to on the clear understanding that His Highness' Government acquires no right of property within the Company's premises, except that in case of termination of the Agreement, His Highness' Government shall be at liberty to remove all materials of permanent-way, etc., supplied by it and shall receive for structures put up at its cost so much as they may be worth at the time to the Company.

5. The Company shall maintain and work the Rajpipla Railway and shall have the entire control of the train and traffic arrangements, appoint all necessary staff, and provide all necessary labour and materials for the proper and efficient maintenance and working of the Railway, the cost being borne by His Highness' Government as laid down in clause 10.

6. The Company shall keep a separate account of the earnings of the Rajpipla Railway and shall be responsible for the collection of all the revenue appertaining to that Railway, including such rents as may be charged under the Company's rules, to any of their servants or the servants of His Highness' Government occupying dwelling houses the property of His Highness' Government and shall pay the same into the Treasury, in the same manner as their own earnings and shall credit the amounts to the Revenue Account of the Rajpipla Railway.

7. The Company shall furnish His Highness' Government with a weekly return of the approximate earnings, a monthly return of the audited earnings and monthly accounts of Revenue transactions of the Rajpipla Railway and at the close of each half-year, ending on the 30th September and the 31st March with a full account both of receipts and expenditure under Capital and Revenue.

8. The Company shall be at liberty to obtain advances from the British Indian Government Treasury to meet the cost of working the Rajpipla Railway, and such advances shall be debited to the Revenue advance account of the line as in the case of other lines worked by the Company. The account as between the British Government and His Highness' Government shall be finally adjusted at the close of each half-year, as soon as possible after the Revenue Account is rendered, and the balance in favour of, or against His Highness' Government shall then be paid over to it or by it, as the case may be.

9. (a)—The fares to be charged for Coaching Traffic and the rates and terminals to be charged for Goods Traffic shall be fixed from time to time by the Company in communication with and subject to the approval of His Highness' Government.

(b)—Mails and Postal Officers on duty shall be carried at the rates and on the conditions which may be in force from time to time on State Railways in British India.

10. The expenses of working the Rajpipla Railway shall be ascertained and paid by His Highness' Government as follows :—

(a)—A separate account to be kept of all expenditure incurred in the maintenance of the permanent-way, works, and buildings on the Rajpipla Railway, and the cost thereof, together

with the salary of Staff actually employed on the line to be charged to His Highness' Government.

- (b)—A separate account to be kept of all expenditure incurred in the working, maintenance and renewals of the Locomotive and Carriage and Wagon stock of the Rajpipla Railway and on any work debitable to the Revenue of the Rajpipla Railway done for that line in the Shops of the Company, and the cost thereof charged to His Highness' Government.

- (c)—A separate account to be kept of all expenditure incurred in the working of traffic, including salaries of Signallers on the Rajpipla Railway and the cost thereof to be charged to His Highness' Government.

- (d)—The telegraph line along the Rajpipla Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance payable by His Highness' Government as may be from time to time in force in the case of State Railways. The Company will work the line in strict accordance with the rules which have been, or which from time to time may be authorised by the Governor-General in Council for the adoption and working of licensed Railway telegraph lines in British India.

The telegraph instruments at stations on the Rajpipla Railway, including the one instrument provided at Anklesvar Junction solely for the telegraph work of the Rajpipla Railway, shall be maintained by the Company, and a charge of Rs. 4 per instrument per month shall be paid by His Highness' Government. The cost of maintenance of the telegraph instruments at Anklesvar Junction appertaining to the main line shall be borne by the Company.

- (e)—All medical expenses and charges for printing, stationery and advertising and all Special and Miscellaneous expenditure, such as law charges, and other miscellaneous items incurred solely on behalf of the Rajpipla Railway shall be borne by His Highness' Government.

- (f)—A separate account to be kept of the wages, stores and expenses of the Bombay, Baroda and Central India Railway Police employed on the Rajpipla Railway and the cost thereof to be charged to His Highness' Government.

- (g)—A contribution from the net earnings of the Rajpipla Railway shall on completion of accounts, be deducted and paid into the Provident Fund of the Bombay, Baroda and Central India Railway, the benefits of which will be shared by the employes of the Rajpipla Railway. The basis on which this contribution is to be calculated shall be the same as obtains on the Bombay, Baroda and Central India Railway.

- (h)—A sum equal to $12\frac{1}{2}$ per cent. on the total working expenses shall be charged to His Highness' Government half-yearly, to cover the cost of superintendence, including the Executive Engineer, the Locomotive Foreman, the District Traffic Superintendent, the Traffic Inspector, general expenses of Management and Audit. But such supervision shall not be levied unless the net earnings of the Rajpipla Railway give a clear return of $3\frac{1}{2}$ per cent. per annum on the Capital cost of that line, and then only to the extent that the balance of the net earnings may

permit after a clear return of $3\frac{1}{2}$ per cent. per annum has been allowed to the Rajpipla Railway on the total Capital expended.

11. The actual cost of Anklesvar Junction Station expenses in receipt, Division of expenses for working Anklesvar despatch and transhipment of passengers, Junction Station. goods, parcels, etc., shall be paid by the two Railways in the following proportions, viz :—

- (a)—*One-half* to be paid by the Bombay, Baroda and Central India Railway Company as their share of the cost of working the Bombay, Baroda and Central India Railway *untranshipped through* coaching and goods traffic at Anklesvar Junction.
- (b)—The balance (*one-half* of the total expenses) to be divided over the total number of tons of joint through and local traffic *dealt with at Anklesvar Junction* exclusive of the Bombay, Baroda and Central India Railway *untranshipped through* traffic.

The division of joint expenses is to be made in proportion to the weight of traffic of each Railway in the following manner :—

1. Rajpipla Railway :—

- (a)—Coaching and goods traffic booked from Anklesvar Junction to stations on the Rajpipla Railway and *vice versa viz., total* Rajpipla Railway's local traffic in and out.
- (b)—*Half* of the coaching and goods traffic booked from stations on the Rajpipla Railway to stations on the Bombay, Baroda and Central India Railway and its connected lines and *vice versa, viz., half* the through traffic in and out.

2. Bombay, Baroda and Central India Railway :—

- (a)—Coaching and goods traffic booked from Anklesvar Junction to stations on the Bombay, Baroda and Central India Railway and connected Railways and *vice versa, viz., total* Bombay, Baroda and Central India Railway's local traffic in and out.
- (b)—*Half* of the coaching and goods traffic booked from stations on the Rajpipla Railway to stations on the Bombay, Baroda and Central India Railway and its connected lines and *vice versa, viz., half* the through traffic in and out.

For the purpose of arriving at the gross tonnage of coaching traffic in connection with the division of expenses, each passenger shall be reckoned as equal to one-tenth of a ton, other items such as parcels, horses, dogs, etc., being omitted.

As it has been arranged to adjust the cost of working the station at Anklesvar Junction by lump sum payments, it is hereby agreed that His Highness' Government shall pay to the Bombay, Baroda and Central India Railway *half-yearly* a sum of *Rs. 500* as the Rajpipla Railway share of the working expenses at this junction, on the definite understanding that either party may at any time withdraw from this arrangement or call for a modification of the sum payable subject to six clear months' notice which shall terminate either on the 30th September or the 31st March in any year, and thereafter the payment shall be made in accordance with any new terms which may be agreed upon or failing the adoption of such new terms in accordance with the original terms of this Agreement for apportionment of Junction expenses.

The sum of *Rs. 500* referred to in the preceding para. shall be held to cover the Rajpipla Railway share of all ordinary items of working expenses, including compensation claims, and charges for handling through goods traffic. But special expenditure incurred on new works provided at the cost of Revenue or on adjustments in connection with the cost of old works abandoned or dismantled or on interest charges in respect of new structures constructed at the expense of Capital on joint account and also on account of special compensation claims, damages or losses, amounting to *Rs. 500* and over, etc., shall be treated as outside the lump sum of *Rs. 500*. Such special

items shall be apportioned in terms of this Agreement, and shall be adjusted either by direct payment or by increasing the average half-yearly payment as may be mutually agreed upon.

The fixed sum of Rs. ^{1800/-}~~500~~ shall be subject to reconsideration and revision every three years.

12. (a)—All compensation of any character for loss or damage, or on account of any accident or occurrence on the Rajpipla Railway arising from any cause for which a Railway Company would under the law in force in British India be liable, shall, if paid by the Company, be charged to His Highness' Government.

(b)—All losses or claims for compensation at Anklesvar Junction shall be charged as under —

(i) *On local Traffic*.—To the Railway whose traffic it is.

(ii) *On Through Traffic*.—To the Joint Station Expenses Account.

Specific recoveries from the Joint Staff shall be credited to the claims on account of which they are made.

13. His Highness' Government shall hold the Company harmless and indemnifying the Company against losses, etc. indemnified from and against all losses, suits, damages, costs, charges, expenses, claims and demands whatsoever (including all legal costs and charges incurred by the Company) to which the Company may become subject or liable whether jointly with His Highness' Government or any other person or persons or alone for or in respect of any damage due or alleged to be due to any insufficiency or alleged insufficiency or the location of any bridges, culverts, waterways or other works constructed on the Rajpipla Railway or for or in respect of the interference or alleged interference with the natural drainage of the country by the construction of the Rajpipla Railway or for or in respect of any accidents caused or alleged to be caused by faulty design or by defective construction of ways and works or to the use of inferior materials employed in the construction of ways and works or any of them.

14. All money transactions under this Agreement as between the Bombay Government, His Highness' Government and the Company shall be in British Government rupees, and the Company are to accept the British currency only in payment of fares and rates.

15. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Government of Bombay, His Highness' Government and the Company.

16. The Indian Railways Act and the Standing Regulations of the Company as applicable to the Bombay, Baroda and Central India Railway, as approved by the Governor-General in Council under the Indian Railways Act, which have been accepted by His Highness' Government shall apply to the Rajpipla Railway. The above Act and Standing Regulations shall, within Railways limits on the Rajpipla Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried.

17. The foregoing clauses are subject to confirmation by the Railway Board and the Board of Directors of the Company.

P. H. DASTUR,

Dewan,

Rajpipla State.

R. WOOLLCOMBE,

Agent,

B. B. & C. I. Railway.

Dated the 19th November 1917.



CORRIGENDUM No. 9.

(Corrigendum No. 9, dated 28th November 1923.—Authority Railway Board's No. 990-F., dated 21st January 1922.)

Bombay, Baroda and Central India Railway Company.

(Incorporated in England by Special Act of Parliament.)

INCLUDING THE HOLKAR STATE AND THE SCINDIA-NEEMUCH STATE RAILWAYS.

Corrigendum to the agreement, dated the 19th November 1917, entered into between the Government of His Highness the Raja of Rajpipla State and the Bombay, Baroda and Central India Railway for working the Rajpipla State Railway to have effect from 1st April 1923, vide pages 85 to 92 of the Bombay, Baroda and Central India Railway Book of Contracts, Volume I.

The lump sum payment of Rs. 500 for working expenses at Ankleshwar Junction shall be increased to Rs. 1,400 per half-year and the latter figure should be substituted for the former wherever it occurs in clause 11 (2) (b) of the above agreement.

JEKISHANDAS V. MEHTA,

Ag. Dewan,

Rajpipla State.

Nandod, 15th December 1922.

N. R. MEDLEY,

for Agent,

B. B. & C. I. Railway.

Dated 27th November 1922.

CORRIGENDUM No. 13.

(Corrigendum No. 13, dated 28th November 1923.—Authority Railway Board's No. 990 F.
dated 22nd May 1923.)

Bombay, Baroda and Central India Railway Company.

(Incorporated in England by Special Act of Parliament.)

INCLUDING THE HOLKAR STATE AND THE SCINDIA-NEEMUCH STATE RAILWAYS.

Corrigendum to the agreement, dated the 19th November 1917, entered into between the Government of His Highness the Raja of Rajpipla State and the Bombay, Baroda and Central India Railway for working the Rajpipla State Railway to have effect from 1st April 1923. Vide page 85, et seq. of the Book of Contracts, Vol. I.

The lump sum payment of Rs. 500 for working expenses at Ankleshwar Junction shall be increased to Rs. ^{1,400}~~1,400~~ per half-year and the latter figure should be substituted for the former wherever it occurs in clause 11 (2) (b) of the above agreement.

JEKISHANDAS V. MEHTA,

Ag. Dewan,

Rajpipla State.

Nandod, 15th December 1922.

N. R. MEDLEY,

for Agent,

B. B. & C. I. Railway.

Dated 27th November 1922.

RAJPIPLA STATE RAILWAY.

HEADS OF AGREEMENT BETWEEN THE RAJPIPLA STATE NOW REPRESENTED BY THE DEWAN, hereinafter called the Rajpipla State, and THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY, herein styled the Company, for the working of the Rajpipla State Railway from Anklesvar to Nandod on the 2'-6" gauge, hereinafter called the RAJPIPLA RAILWAY.

Note.—To be worked as a subsidiary line under clauses 1 and 46 of the B. B. & C. I. Railway principal Contract dated 8th April 1907.

1. (a) Under the conditions hereinafter recited the Company agree to work, on behalf of the Rajpipla State, the Rajpipla Railway and such extensions as it may be agreed upon between the Rajpipla State and the Company to include in this arrangement.

(b) The arrangements herein laid down shall be in force for three years from the date of the opening of the Rajpipla Railway to public traffic; but may, either on expiry of the three years or at the end of any [calendar half year*] official half year ending with 30th September or 31st March, thereafter be terminated on one year's notice from either party to the Agreement.

2. All communications between the Rajpipla State and the Company under this Agreement shall pass through the Political Agent of Rewa Kantha, and the Consulting Engineer for Railways to the Government of Bombay, who shall, for the purposes of this Agreement, undertake the same general duties with respect to the Rajpipla Railway as are entrusted to him with respect to the Railways under the control of the Bombay Government and take the orders of Government when necessary.

3. The Company shall be subject in all respects, with reference to the Rajpipla Railway, to the same control by the Bombay Government as they are with regard to their own line.

4. The Rajpipla Railway, including stations, station buildings, sidings, furniture, weighing machines, dwellings for staff, level crossings, signals, signal lamps, cash-safes, rolling stock, engine and repairing sheds, provision for water supply and all others necessary appliances for working the line, shall be provided by, or at the cost of, the Rajpipla State, and such alterations and additions thereto, as may from time to time be found necessary, shall be carried out by, or at the cost of, the Rajpipla State.

5. The Company shall maintain and work the Rajpipla Railway and shall have the entire control of the train and traffic arrangements, appoint all necessary staff, and provide all necessary labour and materials for the proper and efficient maintenance and working of the Railway, the cost being borne by the Rajpipla State as laid down in clause 13.

6. The Company shall keep a separate account of the earnings of the Rajpipla Railway, and shall be responsible for the collection of all the revenue appertaining to that Railway, including such rents as may be charged under the Company's rules, to any of their servants or the servants of the Rajpipla State occupying dwelling houses the property of the Rajpipla State; and shall pay the same into the Treasury, in the same manner as their own earnings and shall credit the amounts to the Revenue Account of the Rajpipla Railway.

7. The Company shall furnish the Rajpipla State with weekly returns, both approximate and audited, of the earnings of the Rajpipla Railway with monthly accounts of Capital and Revenue transactions, and at the close of each half year, with a full account both of receipts and expenditure, under detailed heads to be settled between the Consulting Engineer for Railways to the Government of Bombay and the Company.

8. (a) Advances shall be made by the British Government Treasury to meet the cost of working the Rajpipla Railway and debited to the Company.

* Superseded with effect from the 1st April 1913, *vide* corrigendum dated 21st October 1914 to this Agreement,

(b) The account as between the British Government and the Rajpipla State shall be finally adjusted at the close of each half year, as soon as possible after the Revenue Account is rendered, and the balance in favour of or against the Rajpipla State shall then be paid over to it or by it, as the case may be.

9. (a) The fares to be charged for coaching traffic, and the rates to be charged for goods traffic shall be fixed from time to time by the Agent of the Company in communication with, and subject to the approval of, the Rajpipla State.

(b) In the absence of any special agreement between the Rajpipla State and the Company, the fares and rates for coaching, goods and miscellaneous traffic, and the classification of goods on the Rajpipla Railway shall, as far as may be, conform to those generally in force on the Bombay, Baroda and Central India Railway.

10. For the present the fares and rates for local passenger and goods traffic over the Rajpipla Railway shall be as under:—

PASSENGERS.

Upper class	...	...	...	9 pies per mile.
Lower do.	...	...	...	3 do.

GOODS.

Special class goods	...	...	0.25 pie per md. per mile.
First class	...	...	0.4 do. do.
Second class	...	...	0.6 do. do.
Third class	...	...	0.8 do. do.
Fourth class	...	...	1.0 do. do.
Fifth class	...	...	1.2 do. do.

11. Through goods rates shall be fixed by the Company according to the foregoing scale, or such other scales as may be agreed to from time to time by the Company in communication with, and subject to the approval of, the Rajpipla State.

12. The same terminals shall be charged on different descriptions of traffic on the Rajpipla Railway as on the Bombay, Baroda and Central India Railway, and they shall be divided as under:—

(a) On *bonâ fide* local traffic on the Rajpipla Railway, the whole terminal shall be credited to the receipts of that Railway.

(b) On through traffic between stations on the Rajpipla Railway and stations on the Bombay, Baroda and Central India Railway, any amount which the Company may have to pay out for cartage shall first be deducted from the terminal, and half the residue of the terminal shall be credited to the receipts of the Rajpipla Railway.

13. The expenses of working the Rajpipla State Railway shall be ascertained and paid by the Rajpipla State as follows:—

(a) *Maintenance of Way, Works, etc.*—A separate account to be kept of all wages and stores purchased for the maintenance of the permanent way, works and the buildings on the Rajpipla Railway, and the cost thereof, together with the salary of an Inspector, to be charged to the Rajpipla State.

(b) *Locomotive and Carriage and Wagon.*—A separate account to be kept of all wages and stores for the Rajpipla Railway, and of all expenditure in the maintenance of the Rajpipla Railway rolling stock and shops, and of any work debitable to the Revenue of the Rajpipla Railway done for that line in the shops of the Company, and the cost to be charged to the Rajpipla State.

(c) *Traffic.*—A separate account to be kept of all wages and stores for the Rajpipla Railway and the cost to be charged to the Rajpipla State.

The actual cost of the Anklesvar Junction Station expenses in receipt, despatch and transhipment of passengers, goods, parcels, etc., shall be paid by the two Railways in the following proportions, *viz.*:—

(a) One fourth to be paid by the Bombay, Baroda and Central India Railway Company as their share of the cost of working the Bombay, Baroda

and Central India Railway untranshipped through coaching and goods traffic at Anklesvar.

(b) The balance (three-fourths of the total expenses) to be divided over the total number of tons of joint through and local traffic dealt with at Anklesvar exclusive of the Bombay, Baroda and Central India Railway untranshipped through traffic.

The division of joint expenses is to be made in proportion to the weight of traffic of each line in the following manner :—

(1) Rajpipla Railway—

(a) Coaching and goods traffic booked from Anklesvar station to stations on the Rajpipla Railway and *vice versa*, viz., total Rajpipla Railway's local traffic in and out.

(b) Half of the coaching and goods traffic booked from the Rajpipla Railway to the Bombay, Baroda and Central India Railway and its connected lines stations and *vice versa*, viz., half the through traffic in and out.

(2) Bombay, Baroda and Central India Railway—

(a) Coaching and goods traffic booked from Anklesvar station to Bombay, Baroda and Central India Railway and connected railways' stations and *vice versa*, viz., total Bombay, Baroda and Central India Railway's local traffic in and out.

(b) Half of the coaching and goods traffic booked from the Rajpipla Railway to the Bombay, Baroda and Central India Railway and its connected lines stations and *vice versa*, viz., half the through traffic in and out.

For the purpose of arriving at the gross tonnage of coaching traffic in connection with the division of expenses each passenger shall be reckoned as equal to one-tenth of a ton, other items such as horses, dogs, etc., being omitted, but parcels shall be included at actual weight.—*Substituted with effect from 1st July 1897, vide memorandum on this Agreement of 1901.*]

[As it has been arranged to adjust the cost of working the station at Anklesvar Junction by lump sum payments, it is hereby agreed that the Rajpipla State shall pay to the Bombay, Baroda and Central India Railway half yearly a sum of Rs. 800 as the Rajpipla Railway share of the working expenses at this junction, on the definite understanding that either party may at any time withdraw from this arrangement or call for a modification of the sum payable subject to six clear months' notice which shall terminate either on the 30th September or the 31st March in any year, and thereafter the payment shall be made in accordance with any new terms which may be agreed upon or failing the adoption of such new terms in accordance with the original terms of this agreement for apportionment of junction expenses.

The sum of Rs. 800 referred in the preceding paragraph shall be held to cover the Rajpipla Railway share of all ordinary items of working expenses, including compensation claims, and charges for handling through goods traffic. But special expenditure incurred on new works provided at the cost of Revenue or on adjustments in connection with the cost of old works abandoned or dismantled or on interest charges in respect of new structures constructed at the expense of capital on joint account and also on account of special compensation claims, damages or losses, amounting to Rs. 500 and over, etc., shall be treated as outside the lump sum of Rs. 800. Such special items shall be apportioned in terms of this Agreement, and shall be adjusted either by direct payment or by increasing the average half yearly payment as may be mutually agreed upon.

The fixed sum of Rs. 800 shall be subject to reconsideration and revision after three years from the date on which it begins to apply.—*Added with effect from the 1st April 1914, vide corrigendum to this Agreement received with Accountant General, Railways' memorandum No. 640-T, dated 4th May 1915.*]

[13. (c) *Traffic*.—A separate account to be kept of all wages and stores for the Rajpipla Railway, and the cost to be charged to the Rajpipla State.

The actual cost of working the station at Anklesvar at the Junction of the Rajpipla Railway with the Bombay, Baroda and Central India Railway to be

divided between the Rajpipla State and the Company in proportion to the amount of work done for each, which is to be estimated at the close of each half year, and is to be measured by the amount of traffic, both through and local, dealt with on account of the Bombay, Baroda and Central India Railway and the Rajpipla Railway respectively at Anklesvar.—Superseded with effect from 1st July 1897, vide memorandum of 1901 on this Agreement.]

(d) *Compensation.*—All compensation of any character for loss or damage or on account of any accident or occurrence on the Rajpipla Railway arising from any cause for which a Railway Company would under the law in force in British India be liable, shall, if paid by the Company, be charged to the Rajpipla State.

(e) *Police.*—A separate account to be kept of the wages, stores and expenses of the Bombay, Baroda and Central India Railway Police employed on the Rajpipla Railway and the cost thereof to be charged to the Rajpipla State.

(f) *Contribution to the Provident Fund.*

[A contribution from the net earnings of the Rajpipla State Railway shall, on the completion of accounts, be deducted and paid into the Provident Fund of the Bombay, Baroda and Central India Railway the benefits of which will be shared by the employes of the Rajpipla State Railway. The basis on which this contribution is to be calculated to be the same as obtains on the Bombay, Baroda and Central India Railway under rules 6, 7 and 8 of the Bombay, Baroda and Central India Railway Provident Fund Rules.—*Substituted with effect from the 1st January 1909, vide memorandum dated 9th August 1909 on this Agreement.*]

[(f) *One per cent. on the ascertained net earnings of the Rajpipla Railway on completion of the half yearly accounts to be deducted and paid into the Provident Fund of the Bombay, Baroda and Central India Railway, the benefits of which are to be enjoyed by the employes of the Rajpipla State Railway.*—Superseded with effect from the 1st January 1909, vide memorandum dated 9th August 1909 on this Agreement.]

(g) *Superintendence.*—A sum equal to $12\frac{1}{2}$ per cent. on the total working expenses, but not less than 300 (three hundred) rupees per mensem, nor more than an average of 800 (eight hundred) rupees per mensem, in the half year to be charged to the Rajpipla State, to cover the cost of superintendence, including the Resident Engineer, the Locomotive Foreman, the District Traffic Superintendent, the Traffic Inspector, general expenses of Management and Audit.

(h) *Postal arrangements.*—Mails and Postal Officers on duty shall be carried at the rates and on the conditions which may be in force from time to time on State Railways in British India.

14. All money transactions under this Agreement as between the Bombay Government, the Rajpipla State and the Company shall be in British Government rupees, and the Company are to accept the British Currency only in payment of fares and rates.

15. Any question or dispute which may arise in carrying out these arrangements shall be settled by arbitration in a manner to be arranged between the Government of Bombay, the Rajpipla State and the Company.

16. The Indian Railways Act and the Standing Regulations of the Company as applicable to the Bombay, Baroda and Central India Railway, as approved by the Governor General in Council under the Indian Railways' Act, which have been accepted by His Highness' Government shall apply to the Rajpipla Railway. The above Act and Standing Regulations shall, within Railway limits on the Rajpipla Railway, constitute the law in force under which offences and actions affecting the Company or their servants shall be tried.

17. The telegraph line along the Rajpipla State Railway shall be constructed and maintained by the Imperial Telegraph Department on the same terms as regards charges for rent and maintenance as may be from time to time in force in the case of State Railways. The Company shall work the line in strict accordance with the rules which have been or which from time to time may be authorised by the Governor General in Council for the adoption and working of licensed Railway lines in British India.

18. The foregoing clauses are subject to confirmation by the Government of India and the Board of Directors of the Company.

D. W. EDALJI,
Dewan, Rajpipla State.
Nandod, 19th March 1900.

W. HARVEY,
Acting Agent, B. B. & C. I. Railway.

J. WILLCOCKS,
Offg. Consulting Engineer for Railways.

BOMBAY, BARODA AND CENTRAL INDIA RAILWAY, INCLUDING RAJPUTANA-MALWA RAILWAY.

MEMORANDUM.

With reference to the Agreement, dated the 19th March 1900, between the Bombay, Baroda and Central India Railway and the Rajpipla State for the working of the Rajpipla Railway from Anklesvar to Nandod, it is hereby agreed that the following alterations in that Agreement shall come into force with retrospective effect from the 1st July 1897, the date on which the Rajpipla Railway was opened for traffic.

For the present clause 13 (c) substitute the following :—

(c) *Traffic*.—A separate account to be kept of all wages and stores for the Rajpipla Railway and the cost to be charged to the Rajpipla State.

The actual cost of the Anklesvar Junction Station expenses in receipt despatch and transhipment of passengers, goods, parcels, etc., shall be paid by the two Railways in the following proportions, *viz* :—

- (a) One-fourth to be paid by the Bombay, Baroda and Central India Railway Company as their share of the cost of working the Bombay, Baroda and Central India Railway untranshipped through coaching and goods traffic at Anklesvar.
- (b) The balance (three-fourths of the total expenses) to be divided over the total number of tons of joint through and local traffic *dealt with at Anklesvar* exclusive of the Bombay, Baroda and Central India Railway untranshipped through traffic.

The division of joint expenses is to be made in proportion to the weight of traffic of each line in the following manner :—

- (1) Rajpipla Railway—
 - (a) Coaching and goods traffic booked from Anklesvar station to stations on the Rajpipla Railway and *vice versa*, *viz.*, total Rajpipla Railway's local traffic in and out.
 - (b) Half of the coaching and goods traffic booked from the Rajpipla Railway to the Bombay, Baroda and Central India Railway and its connected lines stations and *vice versa*, *viz.*, half the through traffic in and out.
- (2) Bombay, Baroda and Central India Railway—
 - (a) Coaching and goods traffic booked from Anklesvar Station to Bombay, Baroda and Central India Railway and connected Railways stations and *vice versa*, *viz.*, total Bombay, Baroda and Central India Railway's local traffic in and out.
 - (b) Half of the coaching and goods traffic booked from the Rajpipla Railway to the Bombay, Baroda and Central India Railway and its connected lines stations and *vice versa*, *viz.*, half the through traffic in and out.

For the purpose of arriving at the gross tonnage of coaching traffic in connection with the division of expenses each passenger shall be reckoned as

equal to one-tenth of a ton, other items such as horses, dogs, etc., being omitted, but parcels shall be included at actual weight.

DHANJISHA EDALJI,
Dewan, Rajpipla State.

H. D. OLIVIER,
Lieut.-Colonel, R.E.,
Agent, B. B. & C. I. Railway.

CHARLES PRATT,
for Offg. Consulting Engineer for Railways.

BOMBAY, BARODA AND CENTRAL INDIA RAILWAY.

MEMORANDUM.

With reference to the Agreement, dated 19th March 1900, entered into between the Rajpipla State and the Bombay, Baroda and Central India Railway Company for working the Rajpipla State Railway, it is hereby mutually agreed that the following alteration in that Agreement shall come into force, with effect from the 1st January 1909 :—

In lieu of clause 13 (*f*) of the said Agreement, the following clause shall be substituted :

(*f*) *Contribution to the Provident Fund.*—

A contribution from the net earnings of the Rajpipla State Railway shall, on completion of accounts, be deducted and paid into the Provident Fund of the Bombay, Baroda and Central India Railway, the benefits of which will be shared by the employes of the Rajpipla State Railway. The basis on which this contribution is to be calculated to be the same as obtains on the Bombay, Baroda and Central India Railway under rules 6, 7 and 8 of the Bombay, Baroda and Central India Railway Provident Funds Rules.

DHANJISHA EDALJI KOTHAVALA,
Dewan, Rajpipla State.

C. R. HOSKYN,
Acting Agent,
B. B. & C. I. Railway.

Bombay, dated 9th August 1909.

BOMBAY, BARODA AND CENTRAL INDIA RAILWAY.

CORRIGENDUM.

Add the following as a separate paragraph under sub-paragraph (*c*) of clause 13 of the Agreement, dated the 19th March 1900, between the Rajpipla State and the Bombay, Baroda and Central India Railway for working the Rajpipla State Railway, to have effect from the 1st April 1914 :—

As it has been arranged to adjust the cost of working the station at Anklesvar Junction by lump sum payments, it is hereby agreed that the Rajpipla State shall pay to the Bombay, Baroda and Central India Railway half yearly a sum of Rs. 800 as the Rajpipla Railway share of the working expenses at this junction on the definite understanding that either party may at any time withdraw from this arrangement or call for a modification of the sum payable subject to six clear months' notice which shall terminate either on the 30th September or the 31st March in any year, and thereafter the payment shall be made in accordance with any new terms which may be agreed upon or failing the adoption of such new terms in accordance with the original terms of this Agreement for apportionment of junction expenses.

The sum of Rs. 800 referred to in the preceding paragraph shall be held to cover the Rajpipla Railway share of all ordinary items of working expenses, including compensation claims, and charges for handling through goods traffic. But special expenditure incurred on new works provided at the cost of Revenue

or on adjustments in connection with the cost of old works abandoned or dismantled or on interest charges in respect of new structures constructed at the expense of Capital on joint account and also on account of special compensation claims, damages or losses, amounting to Rs. 500 and over, etc., shall be treated as outside the lump sum of Rs. 800. Such special items shall be apportioned in terms of this Agreement, and shall be adjusted either by direct payment or by increasing the average half yearly payment as may be mutually agreed upon.

The fixed sum of Rs. 800 shall be subject to reconsideration and revision after three years from the date on which it begins to apply.

P. H. DASTUR,
Dewan, Rajpipla State.

R. WOOLLCOMBE,
Agent, B. B. & C. I. Railway.

BOMBAY, BARODA AND CENTRAL INDIA RAILWAY.

Bombay, 21st October 1914.

CORRIGENDUM TO THE AGREEMENT, DATED THE 19TH MARCH 1900, ENTERED INTO BETWEEN THE RAJPIPLA STATE AND THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY FOR WORKING THE RAJPIPLA STATE RAILWAY.

The following alteration shall be made in the said Agreement owing to the adoption by the Railways in India of the Official year instead of the Calendar year, with effect from the 1st April 1913 :—

For the words "Calendar half year" appearing in the 5th line of clause 1 (b) of the said Agreement, read "Official half year ending with 30th September or 31st March".

P. H. DASTUR,
Dewan, Rajpipla State.

R. WOOLLCOMBE,
Agent, B. B. & C. I. Railway.

RAJPIPLA STATE RAILWAY.

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No. 18, dated 9th February 1924.

(Authority—Railway Board's No. 225-F./19, dated 31st January 1924.)

This is supplemental to the contracts printed at pages 97 to 110, 113 to 120 and 129 to 135 of the Bombay Baroda and Central India Railway Book of Contracts, Volume I.

THIS INDENTURE made the Tenth day of August one thousand nine hundred and twenty three BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called the Secretary of State) of the one part and THE TAPTI VALLEY RAILWAY COMPANY LIMITED (hereinafter called the Company) of the other part.

WHEREAS these presents are intended to be supplemental to an Indenture (hereinafter called the Principal Contract) dated the 28th day of August 1896 and made between the same parties as these presents and also to four other Indentures (hereinafter referred to as the Supplemental Contracts) three of them being made between the same parties as these presents and dated the 16th day of January 1902, the 26th day of August 1907 and the 12th day of November 1908 respectively and the fourth being made between the Secretary of State of the first part the Company of the second part and the Bombay Baroda and Central India Railway Company of the third part and dated the 30th day of June 1916 whereby the terms of the Principal Contract were modified or the operation thereof was prolonged.

AND WHEREAS by three Indentures dated the 1st day of February 1901, the 10th day of July 1908 and the 23rd day of March 1922 respectively and made between the Secretary of State of the one part and the Bombay Baroda and Central India Railway Company of the other part certain modifications have been made in the terms and conditions under which the Railway referred to in the Principal Contract is to be worked by the Bombay Baroda and Central India Railway Company.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared as follows :—

1. The accounts referred to in clause 36 of the Principal Contract in lieu of being made up half-yearly shall be made up yearly to the 31st day of March in every year, and in clause 27 of the Principal Contract, and in all clauses of the Principal and Supplemental Contracts relating to accounts in which the period of a half year is referred to, the period of a year shall be deemed to be substituted except as regards payments on account subject to adjustment.

2. The Principal Contract, as from the 1st day of April 1922, so long as the Railway to which the same Contract relates (hereinafter referred to as the Tapti Valley Railway) shall continue to be worked by the Bombay Baroda and Central India Railway Company, shall (unless otherwise agreed between the Secretary of State and the Bombay Baroda and Central India Railway Company) be read and construed as though the Contract set forth in the Schedule thereto were the Contract therein set forth with the modifications introduced therein by the joint effect of the said Indentures of the 1st day of February 1901, the 10th day of July 1908 and the 23rd day of March 1922 and the same Contract as so modified were still in force.

3. So long as the Tapti Valley Railway shall continue to be worked by the Bombay Baroda and Central India Railway Company the sum to be retained in each year by the Secretary of State out of the gross earnings to be derived from the working of the Tapti Valley Railway shall as from the 1st day of April 1922 be the sum which under clause 2 of the said Indenture of the 23rd day of March 1922 is to be paid over to the Bombay Baroda and Central India Railway Company and clause 27 of the Principal Indenture as previously modified shall be further modified accordingly.

4. During the period referred to in the last preceding clause hereof 55 per cent shall be substituted in clause 27 of the Principal Contract for 50 per cent which was originally contained therein in lieu of the 44 per cent which was substituted in the same clause by the said Indenture of the 16th day of January 1902.

5. During the same period clause 28 of the Principal Contract as modified by the said Indenture of the 12th day of November 1908 shall be further modified by altering the rate of interest mentioned in the same clause from 4 per cent per annum to 8 per cent. per annum.

6. All references in any of the Indentures to which these presents are supplemental to the allowance by way of rebate provided for by clause 28 of the Principal Contract shall as from the 1st day of April 1922 be deemed to apply to the allowance by way of rebate provided for by the same clause as modified by the Supplemental Contract and these presents.

7. In clause 50 of the Principal Contract the words and figures "either on the 31st day of March 1932 or on the 31st day of March 1942 or on the 31st day of March 1951" shall be substituted for the words and figures "either on the 31st day of December 1921 or on the 31st day of December in the last year of any subsequent period of ten years or on the 31st day of December 1950." In the first sentence of clause 51 of the same Contract the words and figures "if the Contract shall be determined by Notice of purchase on the 31st day of March 1932 or on the 31st day of March 1942" shall be substituted for the words and figures "if the Contract shall be determined by Notice of purchase on the 31st day of December 1921 or at the expiration of any subsequent period of ten years" and in the last sentence of the said clause 51 "the 31st day of March 1951" shall be substituted for "the 31st day of December 1950."

8. The arbitration clause contained in the Principal Contract shall apply to these presents and to the Principal Contract as modified by the Supplemental Contracts and these presents.

IN WITNESS WHEREOF
 Casement Secretary to the Railway Board acting in the premises for and on behalf of the Secretary of State for India in Council has hereunto set his hand and the Tapti Valley Railway Company Limited have hereunto caused their Common Seal to be affixed the day and the year first above written.

SIGNED AND DELIVERED by
 the abovenamed Roger Hugh Casement
 in the presence of
 R. Thomas.

Roger Hugh
 Secretary to the Railway Board acting in the premises for and on behalf of the Secretary of State for India in Council has hereunto set his hand and the Tapti Valley Railway Company Limited have hereunto caused their Common Seal to be affixed the day and the year first above written.
 R. H. Casement.

The Common Seal of the Tapti Valley Railway Company Limited was hereunto affixed in the presence of the undersigned being two of the Directors of the Company.



Jamsetjee Jejeebhoy
 Ramdas Narandas

Directors of the Tapti Valley Railway Company Limited.

Killick Nixon & Co.

Agents of the Tapti Valley Railway Company Limited.

THIS INDENTURE, made the 28th day of August 1896, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA of the one part, and THE TAPTI VALLEY RAILWAY COMPANY, LIMITED, of the other part.

WITNESSETH, and it is hereby agreed and declared as follows:—

Interpretation of Terms.

1. In this Contract—

The expression “the Secretary of State” means the Secretary of State in Council of India.

The expression “the Company” means the Company party to these presents.

The expression “the said railway” means and includes the railway mentioned in the third clause of this Contract, together with all the appurtenances thereof.

The expression “the working agency” means any State agency or other agency by which the said railway may for the time being be worked on behalf of the Secretary of State under the provision in that behalf herein-after contained.

The expression “gross earnings” means and includes the gross earnings to be derived from the working of the said railway, and also the rents of any buildings belonging to the said railway and occupied by servants of the said railway or of the working agency which may be charged to the occupiers of such buildings under the rules in relation thereto for the time being in force on the railway of the working agency, and tolls on bridges, and other sources of income which are treated as revenue on Indian railways generally, but does not include book entries for the carriage of stores to be used in the maintenance or working of the said railway, or for services rendered and work done in relation thereto respectively, and for which no cash payment is made, nor any sum allowed by way of rebate under clause 28 hereof.

The expressions “net earnings” and “net receipts” have the meanings attributed to them respectively in clauses 27 and 28 hereof.

The expression “months” means calendar months.

Duration of Contract.

2. This contract shall continue in force until it shall be determined under any provision hereinafter contained in that behalf.

Construction of Railway.

3. The Company shall, in the manner hereinafter provided, supply to the Secretary of State the funds required to enable him to construct, complete, and make ready and fit for opening for public traffic throughout, on a route to be selected and determined by the Secretary of State, a railway from outside the eastern fence of the Bombay, Baroda and Central India Railway Station at Surat to Nandurbar, and extending thence to Amalner, with all such stations, station-yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employes, fixed machinery, tools and plant, office furniture and equipment, conveniences, and works as shall be necessary or proper for the purposes of the said railway, either as regards the due working of the same, or as regards the permanence of the same, and the protection of the same from destruction or injury by inundation, tempest, or otherwise.

4. The Secretary of State shall from time to time provide free of cost to the Company the land in British territory which he shall consider requisite for the construction of the said railway and for the stations, station-yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employes, con-

conveniences, and works necessary or proper for the purposes of the said railway, as well as for quarrying, ballast, brickfields, and kindred purposes, and shall allow the Company, or the working agency for the time being, to have possession during the continuance of this Contract of the land so provided. The Company shall from time to time, with the sanction of the Secretary of State, as soon as practicable, relinquish to the Secretary of State such of the land of which the Company shall have been allowed possession under this Contract as shall for the time being have become unnecessary to be retained by the Company for any of the purposes of this Contract. And as often as in the opinion of the Secretary of State it shall appear to be unnecessary that the Company shall retain possession of any particular land of which the Company shall have been allowed possession under this Contract, the Secretary of State shall certify such his opinion to the Company. Upon receipt of such certificate, or so soon thereafter as may be, the Company shall state in writing whether it acquiesces in the opinion of the Secretary of State or whether it objects thereto, and if so the grounds of its objection. If no objection is stated by the Company, or if the grounds of its objection (if any) are not in the opinion of the Secretary of State sufficient, the Company shall, upon the requisition of the Secretary of State, forthwith relinquish to him the land in question.

5. The Secretary of State will use his influence to acquire for the Company from any Native State, through whose territories the said railway shall be carried, similar grants of land in their respective territories which the Secretary of State shall consider necessary or proper for the purposes of the said railway or any extension thereof; and the provisions of the preceding clause shall as far as possible extend to any land so granted.

6. The said railway shall be a single line of the standard gauge, and shall, as regards permanent way, station accommodation, and general structural character, be equal in all respects to the standard of the Bombay, Baroda and Central India Railway (except that 70 lbs. flat-footed rails and creosoted pine sleepers may be used), so that it may be worked by the rolling stock in use on that railway, and so that it shall not require special or undue maintenance. Surveys, designs, specifications, and estimates in relation to the construction or execution of the said railway and stations, and other works shall, so far as the same shall be required by the Secretary of State, be furnished by the Company to the Secretary of State and shall be subject to his approval.

Provided always, that the Company shall have free access to all surveys, plans, estimates, or information prepared or obtained by the Secretary of State for facilitating the construction of the said railway, but the Secretary of State will accept no responsibility for the accuracy of any such surveys, plans, estimates, or information.

7. For the more convenient and economical construction of the said railway, the execution thereof will be undertaken by the Secretary of State, through such agency as he shall appoint, but at the entire cost and risk of the Company, and so that under no circumstances shall any charge be placed on him by reason of this arrangement, directly or indirectly. The works shall be carried out in accordance with designs and specifications to be approved by the Secretary of State, and under the inspection and supervision of engineers to be appointed or approved by him for that purpose in India. The Company shall forthwith from time to time, and as required by the Secretary of State, supply him in India, under clause 29 hereof, with the funds necessary for carrying out the works, as well for the cost of materials and labour, as for such remuneration (if any) as the Secretary of State may sanction to the officers and servants of the agency exclusively employed in or about the said construction, and other charges of whatever description.

To meet the expense of general supervision, an amount equal to $2\frac{1}{2}$ per cent. on the total capital outlay incurred in India, exclusive only of such general supervision, on the construction of the said railway and works shall be paid by the Company to the Secretary of State. The Company shall also pay to the Secretary of State a commission of 2 per cent. on all stores purchased for the said railway and works in England, and on all other disbursements in England, including freight and other shipping charges, by the Secretary of State or the working agency; but if the arrangements for shipping stores

purchased in England shall be entrusted to any agency other than the working agency by arrangement with the Secretary of State or the working agency, the Secretary of State or the working agency shall pay to such other agency the balance of such commission which shall remain after deducting actual disbursements made in connection with the preparation of specifications for and the supply, inspection, and approval of such stores.

8. All the expenditure by the Secretary of State on account of the construction of the said railway, or in connection therewith, as approved and sanctioned by the Secretary of State and certified under his authority, shall be accepted by the Company as conclusive, and shall not be liable to question in any particular.

9. The Company shall from time to time furnish the Secretary of State with full particulars of all expenditure incurred by them on account of the said railway under this Contract, and any other information that he may require in respect of transactions relating to the said railway.

10. The Secretary of State shall from time to time furnish or cause to be furnished to the Company statements of the sums required from time to time by him or the working agency, and also complete accounts of the expenditure for the construction of the said railway incurred by him on behalf of the Company, together with suitable reports as to the progress and condition of the works.

11. The works, buildings, sidings, and conveniences from time to time required within the boundaries of the Bombay, Baroda and Central India Railway for the purpose of effecting a junction between the said railway and the Bombay, Baroda and Central India Railway at Surat Station, as approved by the Secretary of State, shall be provided by or under the direction of the Secretary of State and free of cost to the Company. No charge or toll shall be made or levied upon or from the said railway or any persons or company working the same in respect of the use of the land, lines, platforms, buildings, or other conveniences at the said station in excess of the sum to be retained from the gross earnings of the said railway under clause 27 of these presents.

12. The Secretary of State shall from time to time notified to the Company the route of the said railway so far as such route shall from time to time have been determined by him.

13. The Secretary of State shall have power to determine the situation and dimensions of all stations, station-yards, offices, warehouses, houses for employes, conveniences, and works to be constructed in connection with or as part of the said railway.

14. The Secretary of State will make such arrangements with the railway administrations concerned that the rates to be charged to the Company or the Secretary of State for the carriage over the Bombay, Baroda and Central India Railway, and over the Rajputana-Malwa Railway, of all materials, plant, and stores required for the construction of the said railway and the works connected therewith, shall be the same as are charged on those lines respectively for materials, plant, and stores used for similar purposes on those railways.

15. The Secretary of State will provide and maintain such a force of police as, with the approval of the Secretary of State, shall from time to time be required for the protection of so much of the said railway as shall for the time being be under construction. The cost of providing and maintaining such police shall be taken to be as from time to time stated by the Secretary of State, and shall be paid from time to time from the capital funds of the Company to the Secretary of State on demand.

16. The Secretary of State may from time to time construct at his own cost such electric telegraph and telegraphic appliances as he shall think fit along or upon the said railway, or any part or parts thereof, or any land or works belonging thereto, and may maintain and work the same electric telegraphs and telegraphic appliances as he shall think fit, and may erect, maintain, make, do, and execute on the said railway, or on any lands or works belonging thereto, all such buildings, machinery, works, acts, and things as he shall consider necessary

or proper in relation to the construction, maintenance, use, and working of the said electric telegraphs and telegraphic appliances. The Secretary of State shall be exclusively entitled to the possession of all buildings, machinery, works, and appliances erected or brought by him under the powers conferred on him by this clause on the said railway, or on any land or works belonging thereto.

Opening of the Railway.

17. From time to time, when and so often as an Inspecting Officer acting on behalf of the Secretary of State shall have certified that the whole or any part of the said railway has been constructed in accordance with the provisions herein contained, and is ready and fit for the conveyance of passengers and goods, there shall be prepared by some person duly empowered by the Company in that behalf, and at the expense of the Company, a specification of such whole or part as aforesaid of the said railway, describing the nature and quality of the works, and setting out fully the general details of the construction of the same as regards earth-works, bridges, ballast, permanent-way, stations, buildings, and all other matters and things of a permanent character, so as to show in every particular the standard up to which the works have been constructed, together with plans and working drawings of the same; and also an account showing the amount of capital moneys expended thereon. Such specification, plans, working drawings, and account, hereinafter called documents, when approved by the Secretary of State shall be signed by the Consulting Engineer of the Government of India or other officer or officers duly authorised in that behalf to act on behalf of the Secretary of State, and by the Agent of the Company or other officer duly empowered to act on behalf of the Company, and shall be retained by the Secretary of State. The said specification, plans, and account shall from time to time be revised and completed up to date as occasion shall require.

18. As soon as may be after the said documents have been so approved and signed as aforesaid, such part of the said railway as the said specification, plans, and account respectively refer to shall be opened for public traffic, and may be worked in the manner hereinafter mentioned.

Maintenance and Working.

19. The Secretary of State shall thenceforth, until the determination of this Contract, work and maintain the said railway or such part thereof as shall for the time being have been so opened, and shall provide and maintain all necessary rolling stock through State Agency or through another agency to be selected by him in that behalf, on the terms and subject to the provisions hereinafter expressed.

20. The Secretary of State shall have full power to enter into any contract or agreement with any working agency for the working, maintenance, and management of the said railway during the period aforesaid or during any part thereof, or may carry out the same through State agency. Any such contract or agreement may be to the purport and effect of the contract or agreement set forth in the schedule hereto, with such additions, variations, or modifications (if any), subject always to the provisions of these presents, as the Secretary of State shall from time to time deem to be necessary or desirable. If and so long as the Secretary of State shall work the said railway or any part thereof through State agency the provisions set forth in the said contract, so far as applicable and as the circumstances of the case will permit, and with such additions, variations, and modifications, subject as aforesaid, as the Secretary of State shall deem to be necessary or desirable, shall be observed by the State agency.

21. All the business connected with the management and maintenance of the said railway and conducting the traffic thereon, including police and telegraphs and telegraphic appliances, shall in all respects, as far as practicable, be carried on in the same manner and subject to the same regulations and control by the Secretary of State as the like business on the Bombay, Baroda and Central India Railway, and the Company shall not interfere or be concerned with such business.

22. The rates and fares for the carriage of goods and passengers over the said railway or any portion thereof shall be such as may from time to time be arranged between the Secretary of State and the working agency, and the classification of goods thereon shall be in conformity with that from time to time in force on the Bombay, Baroda and Central India Railway; provided that the rates, fares, and terminals, if any, shall be within the maximum and minimum rates, fares, and terminals, if any, for the time being in force on the Bombay, Baroda and Central India Railway.

23. If the Company shall, with the approval of the Secretary of State, provide on any of the bridges, forming part of the said railway, roadways for foot passengers, cattle, or carts or other vehicles, the working agency shall be at liberty to charge tolls on the traffic over such roadways according to tariffs to be settled by the Secretary of State.

24. The Company shall, during such time as the said railway or any part thereof shall be worked by the Secretary of State or through any such agency as aforesaid, be liable to provide funds for making good all damage to the said railway and works which shall be due to extraordinary casualty affecting the same, of such a nature that, in accordance with the customary practice on Indian railways, the cost of making good such damage would be made a charge against capital. Provided that if in any case the Secretary of State and the Company shall not agree as to the liability of the Company under this clause, the Secretary of State will cause the matter in question to be referred to arbitration in accordance with clause 55 hereof, and so far as it shall be decided on such arbitration that any charge should be excluded from working expenses it shall be borne by the Company and be charged to the capital account of the said railway, and such decision shall be binding on the Company.

Alterations, Improvements, and Additions.

25. The Secretary of State may from time to time give notice in writing to the Company, and to the working agency on behalf of the Company, of any reasonable alteration, improvement, or addition which may, in his opinion, be required to be made in or to any part of the said railway or any of the stations or works belonging thereto, either for the protection and security of the works and stations, the safety of passengers or of the public, or for meeting the development of traffic on or for the effectual working of the said railway or otherwise, and which is estimated to cost more than Rs. 1,000. Such notice shall specify the alteration, improvement, or addition required, and shall also in general terms describe the works to be executed for the purpose of effecting the same, and state approximately what such works are expected to cost. The Secretary of State shall provide, free of cost to the Company, any land that may be requisite for the purpose of the said works. Any land provided under the provisions of this clause shall, as between the Secretary of State and the Company, be subject as nearly as may be to the stipulations and provisions to which it would have been subject under this Contract if it had been land provided by the Secretary of State for the original construction of the said railway, or of works necessary or proper for the purposes thereof, and the said works when executed shall be deemed to be works belonging to the said railway, and the Company and the Secretary of State shall, subject to the provisions hereinafter contained, respectively be in the like relative positions in respect to the approval of the designs and construction of such works and the supply of funds to the Secretary of State as required by him for such construction as they respectively would have been in if the said works had been part of the original works belonging to the said railway. If on receiving any notice under this clause the Company shall fail or neglect to supply under clause 29 thereof the funds as required for any such works for which under this clause they are liable to make provision, the Secretary of State shall be at liberty by himself or through the working agency to provide all or any of the moneys required for the said works, and to expend the same in the execution of such works, and the Company shall from time to time on demand pay to the Secretary of State, or into such Government Treasury in India as he shall from time to time appoint for the purpose, a sum equal to the amount which the Secretary of State shall from time to time have expended in manner aforesaid

as stated by him. Provided always, that in case the Company shall object to the reasonableness of any work, estimated to cost more than Rs. 10,000, required by the Secretary of State to be done under the provisions of this clause for meeting the development of traffic, or for any reason other than the safety of passengers or of the public, or the effectual working of the railway in the manner above provided, and the Secretary of State shall not withdraw his notice to do the work, the matter in difference shall be referred to arbitration under the proviso for arbitration hereinafter contained, and the Company shall not be bound to provide the funds therefor until an award on such reference is made upholding the reasonableness of the requirement of the Secretary of State. The cost of such reference shall be borne in such manner as the arbitrators shall award, and if and so far as such cost shall be directed to be borne by the Company, the same shall be a charge against the capital of the Company.

26. The cost of works the execution of which shall be carried out by the working agency on behalf of the Company shall be dealt with as follows :—

(a) All such works costing more than Rs. 1,000, in respect of which notice shall have been given under clause 25 hereof, shall be charged to the capital account of the Company.

(b) Petty works costing not more than Rs. 1,000 each shall be charged to revenue, and shall be met from the sum allowed to the working agency for the maintenance and working of the said railway. Provided always, that if for any half-year the aggregate expenditure on petty works thereon shall exceed 20 rupees per mile open, such excess shall be charged to the capital account of the said railway, and shall be met by the Company.

Application of Gross Earnings.

27. Out of the gross earnings to be derived from working the said railway, or any part thereof, the Secretary of State shall in each half-year retain such a percentage as is in the 23rd clause of the contract or agreement set forth in the schedule hereto provided to be paid over to the working agency therein referred to; or (if such contract shall not be entered into or shall be determined before the expiration or determination of this Contract) such a percentage as may be provided in any other contract or agreement which may be entered into under the 20th section of this Contract; or (if the said railway shall be worked and maintained through State agency) such a percentage as the Secretary of State shall consider just or reasonable, but such percentage is not in any case to exceed for any half-year such a percentage of the gross earnings for that half-year as shall be equivalent to the percentage of the working expenses in relation to gross earnings of the Bombay, Baroda and Central India Railway (including any standard gauge branches thereof), for the same half-year, and is not to exceed in any year 50* per cent. of the gross earnings of the said railway for the same year; which percentage so retained shall be in full satisfaction and remuneration for the use of all necessary rolling stock and machinery (other than fixed machinery), and for working, managing, and fully and efficiently maintaining, renewing, and upholding the said railway and railway stations, station-yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employes, fixed machinery, tools and plant, office furniture and equipment, conveniences, and works, and the remainder of such gross earnings for each half-year shall be the net earnings of the Company for the said half-year, and shall be paid by the Secretary of State to the Company, less any sum which may have been advanced by the Secretary of State in anticipation of the declaration of a dividend and on account thereof.

Provided always, that the Secretary of State shall be at liberty to apply any moneys payable to the Company under this clause to any of the purposes for which the Company are under this Contract bound to provide the funds, in case there shall be no capital money in the Government Treasury at the time available, and also to deduct from any such moneys all moneys (if any) which shall for the time being be owing to the Secretary of State by the

* NOTE.—The percentage in clause 27 should be read as 44 per cent. with effect from 1st July 1900, *vide* clause 10 of the Contract, dated 1st February 1901, between the Secretary of State and the B. B. & C. I. Railway Company and clause 3 of the Contract, dated 16th January 1902, between the Secretary of State and Tapti Valley Railway.

Company under this Contract, and which the Company ought to have paid but shall have failed to pay into any Government Treasury in India. All moneys so retained and applied or deducted to be afterwards recouped to the Company out of Capital as soon as the same can be raised.

Rebate.

*28. The Secretary of State shall allow to the Company, in respect of and at the end of each calendar year commencing (at the close of the period during which interest shall be payable out of capital under clause 34 hereof†) from 30th June‡ 1900 by way of rebate, such a sum not exceeding in any year 10 \$ per cent. of the combined shares attributable to the Bombay, Baroda and Central India Railway and the Rajputana-Malwa Railway, of the gross earnings from traffic, except stores, interchanged between the said last-mentioned railways, or either of them, and the said railway, as shall, together with the net earnings of the Company for the said year, make up an amount equal to interest for the year at a rate of 4 per cent. per annum on the actual expenditure charged in the capital account, and shall also allow the sum of Rs. 6,000 for each year for or towards the office expenses and the expenses of management of the Company, and shall also pay all such legal expenses as may be properly incurred by the Company and approved by the Secretary of State or the Government of India and as are debitable to revenue. The payments under this clause shall be calculated at the close of each year, but payments on account and subject to adjustment may be made at the close of the first half of each year. The Company's net earnings for each year, together with such rebate as aforesaid for such year, and the said annual sum of Rs. 6,000 and the other moneys payable to the Company under this clause, shall constitute the Company's net receipts for such year.

Provided always, that as regards traffic interchanged between the Rajputana-Malwa Railway and the said railway, the allowance by way of rebate on such traffic above provided for shall continue only so long as the existing contract¶ for the working of the Rajputana-Malwa Railway by the Bombay, Baroda and Central India Railway shall continue in force.

Capital Expenditure.

29. The Company shall, within such period and by such instalments as the Secretary of State shall prescribe, pay into such Treasury in India as the Secretary of State shall prescribe an aggregate sum of 130 lakhs of rupees, or such less sum as the Secretary of State shall think sufficient, deducting therefrom the amount payable to the promoters for their commission and legal and other expenses, and also all other expenses referred to in clause 33, to be raised in shares or stock, or by the issue of debentures or debenture stock as the original capital of the Company. The aggregate of the amounts payable respectively on application and allotment of the aforesaid sum of 130 lakhs of rupees, or such less sum as aforesaid, shall be at the rate of Rs. 50 per share of Rs. 500 and shall constitute the first of the said instalments.

30. All moneys which the agency to be appointed by the Secretary of State for the construction of the said railway or the Company shall, to the satisfaction of the Secretary of State, require to defray expenditure on behalf of the Company under this Contract, not exceeding in the aggregate the amount

† NOTE 1.—Cancelled, *vide* clause 11 of the Contract, dated 1st February 1901, between the Secretary of State and B. B. & C. I. Railway Company, and clause 4 of the Contract, dated 16th January 1902, between the Secretary of State and Tapti Valley Railway Company.

‡ NOTE 2.—Substituted, *vide* clause 11 of the Contract, dated 1st February 1901, between the Secretary of State and B. B. & C. I. Railway Company, and clause 4 of the Contract, dated 16th January 1902, between the Secretary of State and Tapti Valley Railway Company.

§ NOTE 3.—This should be read as 45 per cent. with effect from 1st July 1908, *vide* Contract, dated 12th November 1908, between the Secretary of State and the Tapti Valley Railway Company, clause 2.

¶ NOTE 4.—The Contract referred to, *vis.*, of the 24th September 1884 would have expired on 30th June 1900, but has been extended by the Contract, dated 1st February 1901, between the Secretary of State and the B. B. & C. I. Railway Company, *vide* clause 5 of the Contract, dated 16th January 1902, between the Secretary of State and the Tapti Valley Railway Company.

• NOTE 5.—As from the 1st day of April 1913 this clause shall be read and construed as if the words "the end of each financial year" had been substituted for "the end of each calendar year" therein and all references in this clause to the said year shall be deemed to mean the financial year and the first half of each year shall be the half-year from the 1st day of April to the 30th day of September, *vide* paragraph 2 of Supplemental Contract, dated 30th June 1916, between the Secretary of State, the Tapti Valley Railway Company and the B. B. & C. I. Railway Company.

paid to the Secretary of State under clause 29, shall be supplied to the said agency or the Company by the Secretary of State in India, according to such arrangements as shall from time to time be made between the Secretary of State and the said agency.

31. Whenever the expenditure on account of the said railway, properly chargeable to capital, shall exceed the said sum of 130 lakhs of rupees, and further moneys shall be required for the like expenditure, the Secretary of State may require the Company to raise such additional amount as shall be deemed by him necessary for that purpose as well as for the construction of such additional works as may be required under the provisions of clause 25 of this contract.

32. Except as herein provided, no capital expenditure by the Company shall be allowed as between the Secretary of State and the Company unless the prior sanction of the Secretary of State shall have been obtained thereto.

33. The Company shall pay, as the Secretary of State shall require, such amount as shall be approved by the Secretary of State on account of the cost of all preliminary surveys and estimates, and other expenses undertaken on behalf of the Company for the purposes of the said railway, before the date of the opening of the same for traffic throughout, inclusive of the cost of and incidental to the formation and registration of the Company, and may charge the same as capital expenditure of the said railway.

34. The Company (so far as authorised so to do by its constitution, and subject to the law for the time being in force in British India) may during a period which shall extend to the close of the half-year next after the half-year during which the said railway shall be actually completed and opened for traffic pay out of capital any sums by way of interest on the amounts from time to time *bonâ fide* paid up on the issued share capital of the Company, not amounting, together with the net receipts of the Company for the period in respect of which such interest is paid, to more than 4 per cent. per annum on the sums in respect of which the interest is paid; and may also during the period aforesaid pay out of capital the sum of Rs. 10,000 per annum towards the office expenses and expenses of management of the Company. The moneys paid out of capital under this clause may be charged to capital account as part of the original cost of construction.

Restriction on raising of new Capital.

35. The Company shall not, during the continuance of this Contract, without the sanction in writing of the Secretary of State and of the working agency respectively, first obtained, at any time increase its share or stock capital, or borrow any moneys; but this stipulation shall not necessitate the sanction of the Secretary of State or of the working agency to the borrowing of money by the Company at a reasonable rate of interest for *bonâ fide* temporary purposes.

Accounts.

36. The Secretary of State shall keep or require to be kept in rupee currency in India a distinct and separate account of the gross earnings derived by him or by the working agency from the working of the said railway, or of such part or parts thereof as shall for the time being be open for public traffic. Such account shall be made up half-yearly to the (30th day of June*) 30th day of September† and the (31st day of December*) 31st day of March† in each year, and a summary thereof shall be rendered to the Company in India. The Secretary of State shall also within a reasonable time furnish to the Company a return of the approximate gross earnings for each week.

37. The Secretary of State shall keep or cause to be kept in India all such subsidiary accounts and vouchers as shall be proper and sufficient for the preparation and verification of the account aforesaid; and the said accounts and vouchers shall be open at all reasonable times to inspection and transcription by some person or persons to be authorised by the Company in that behalf and

* Superseded from 1st April 1913, *vide* paragraph 1 of Supplemental Contract, dated 30th June 1916, between the Secretary of State, the Tapti Valley Railway Company and the B. B. & C. I. Railway Company.

† Substituted from 1st April 1913, *vide* paragraph 1 of Supplemental Contract, dated 30th June 1916, between the Secretary of State, the Tapti Valley Railway Company and the B. B. & C. I. Railway Company.

approved by the Secretary of State and at the expense of the Company. The Secretary of State shall afford or cause to be afforded to such person or persons all proper and sufficient facilities for such inspection and transcription, and shall on the reasonable requirement of the Company and at the expense of the Company (provided such requirement be notified in writing to the Secretary of State within 30 days after the receipt by the Company of the summary aforesaid for any half-year) duly verify or cause to be verified the accounts for such half-year. If after such verification the Company shall require any alteration to be made in any such accounts or summary, and if the Secretary of State shall not consent to the proposed alteration, the matter in difference shall be referred to arbitration under the proviso for arbitration hereinafter contained.

38. Every summary of account with respect to which, or to the accounts on which it is based, no such written requirement of verification as aforesaid shall have been delivered to the Secretary of State within the 30 days after the receipt by the Company of the said summary aforesaid shall be deemed to be conclusively settled between and shall be binding upon the parties, except that if and whenever any error shall be discovered in any such summary or account, such error shall be rectified and allowed for in the account for the half-year in which the error shall be discovered or for any subsequent half-year.

39. The Secretary of State shall keep or cause to be kept an account between the Secretary of State and the Company in rupee currency, in which from time to time shall be entered—

- (a) *To the Credit of the Company*, all sums paid by the Company to the Secretary of State under clause 29 hereof, and all receipts of the Secretary of State arising from the sale of stores or other property originally paid for from capital or otherwise properly attributable to capital in accordance with the usage of Indian railways or this Contract.
- (b) *To the Debit of the Company*, all expenditure incurred by the Secretary of State properly chargeable to capital under the provisions herein contained, and all sums becoming payable to the Secretary of State under the said provisions and from time to time remaining unpaid.

And if at the end of any half-year there shall be a balance to the debit of the Company on the said account, and such balance be not paid to the Secretary of State on or within a month after his demand, the Company shall pay to the Secretary of State interest on the amount so remaining unpaid at the rate of 6 per cent. per annum from the date of balancing such half-yearly account and the Secretary of State may deduct all such interest from any sums becoming payable to the Company under the provisions of this Contract.

40. The Secretary of State shall keep or cause to be kept as between the Secretary of State and the Company, in rupee currency, an account of the expenditure and receipts in reference to the said railway, attributable to capital (hereinafter referred to as "the Capital Account"), in which shall from time to time be entered:—

- To the Debit of the Account.*—(a) All such expenditure of the Secretary of State or of the agency to be appointed by him as aforesaid on account of the said railway as stated by the Secretary of State as shall be chargeable to capital.
- (b) All such expenditure on the said account, including payment of interest on capital under clause 34, sums paid for office expenses and expenses of management of the Company, and other sums properly chargeable to capital under the provisions of this Contract, as shall have been respectively approved by the Secretary of State.

To the Credit of the Account.—All sums received by the Secretary of State from the sale of stores or other property originally paid

[NOTE.—As from 1st April 1913 substitute "financial year or half-year" "for year or half-year" (as the case may be) in clauses 27, 37, 38 and 39, *vide* paragraph 3 of Supplemental Contract, dated 30th June 1916, between Secretary of State, the Tapti Valley Railway Company and the B. B. & C. I. Railway Company.]

for from capital or otherwise properly attributable to capital in accordance with the usage of Indian railways or this Contract, which sums have been entered in the account described in clause 39.

41. In connection with the said Capital Account there shall be kept by the Secretary of State or the working agency all such subsidiary accounts in the form required by the Secretary of State as are from time to time kept by the Indian railway companies working railways under the supervision of the Secretary of State.

42. In any case where any question may or might arise as to whether any expenditure in connection with the said railway is to be treated in the whole or in part as a charge on capital or how the same is to be dealt with, the question shall be determined on the general principle that capital, besides bearing the cost of the original construction and completion of the said railway and the stations, station-yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employes, fixed machinery, conveniences, and works belonging thereto, and of the original equipment of the said railway and its appurtenances with plant and fixed machinery, is to bear the cost of new works, of additional plant and fixed machinery, and of substantial improvements of and additions to old works, plant, and fixed machinery provided in pursuance of any requirement by the Secretary of State under the 25th clause of this Contract, and not being petty works within the meaning of the 26th clause of this Contract, and shall be debited with all moneys expended by way of making good any damages pursuant to the 24th clause of this Contract, and that the cost of repairs, restorations, renewals, and replacements, and of petty works within the meaning of the 26th clause of this Contract, is to be met by the working agency.

Audit.

43. The accounts of the Company in relation to its expenditure and receipts, and of the expenditure of the Secretary of State or of the agency to be appointed by him as aforesaid on account of the Company, whether in India, England, and elsewhere, on capital account, shall from time to time be audited on behalf of the Secretary of State (if he shall so require) as well as on behalf of the Company, and the Company shall produce to the auditors or auditor all vouchers, books, accounts, papers, and documents of the Company necessary for the purpose of audit, and afford to them or him all facilities requisite for the performance of their or his duties. Any correction made in the accounts by any person or persons who shall be acting as joint auditors or joint auditor on behalf both of the Company and of the Secretary of State shall be conclusive. If, consequent on the audit of any auditor acting exclusively on behalf of the Secretary of State, the Secretary of State shall require alterations to be made in the accounts, and the Company shall object to the alterations, the matter in difference shall be referred to arbitration under the proviso for arbitration hereinafter contained. The necessary costs of the audit (other than the costs of such arbitration), and such of the costs of such arbitration as the arbitrators shall direct to be borne by the Company, shall be defrayed by the Company, and included in the Capital Account.

Miscellaneous.

44. In any case not herein expressly provided for, the Company shall indemnify the Secretary of State against any pecuniary liability which he may incur in respect of the construction, extension, or improvement of the said railway, or the maintenance or working thereof, under the contract or agreement set forth in the schedule hereto, or any other contract or agreement which may be entered into under the 20th clause of this Contract.

45. The Company shall not at any time during the continuance of this Contract, without the sanction in writing of the Secretary of State first obtained, engage in, or carry on, or apply capital to any business other than the business provided by this Contract to be carried on by the Company, and business incidental or subsidiary thereto, or participate or co-operate with any person, company, or corporation in carrying on any business other than as aforesaid.

46. The Secretary of State shall promote the passing by the Legislature in India of any Act or Acts which may be required to enable the Company to carry into effect this Contract.

47. No claim shall be made upon the Secretary of State by the Company for compensation in respect of the prejudicial effect upon the said railway, or the profits of the said railway, of any Act of the Indian Legislature of general applicability for the time being in force, and the Company and its undertaking shall be subject to the provisions of every such Act as last aforesaid.

48. Any notice, determination, decision, direction, requirement, requisition, demand, appointment, certificate, expression of opinion, approval or sanction to be given or signified on the part of the Secretary of State for any of the purposes of or in relation to this Contract, or any of the powers or provisions herein contained, shall be sufficient and binding if in writing signed by the Secretary of State, or one of his Under Secretaries, or by a Secretary of the Government of India, or by any other officer or servant authorised to act on behalf of the Secretary of State in respect of the matters to which the same shall relate, and the Secretary of State shall not in any case be bound in respect of any of the matters aforesaid unless by some writing signed in the manner beforementioned in this clause.

49. The registered office of the Company shall at all times during the continuance of this Contract be situate in Bombay.

Determination of Contract and matters consequent thereon.

50. The Secretary of State may determine this Contract in manner hereinafter mentioned (that is to say) :—

1. If before the said railway is open for traffic throughout the Company shall fail, on demand by the Secretary of State, to supply him with the funds required to enable him to construct and complete the said railway as hereinbefore agreed, the Secretary of State, notwithstanding any grants of further time, or any negotiations between the Secretary of State and the Company, may determine this Contract by giving to the Company notice in writing of such determination (which notice is herein referred to as notice of determination).

2. The Secretary of State may by giving to the Company not less than 12 months' previous notice in writing (which notice is herein referred to as "notice of purchase") determine this Contract (if then subsisting) either on the 31st day of December 1921, or on the 31st day of December in the last year of any subsequent period of 10 years, or on the 31st day of December 1950.

AND IT IS HEREBY AGREED AND DECLARED that at the time at which this Contract shall terminate, as hereinbefore provided, the Company without acquiring or having the right to any compensation or payment from the Secretary of State in respect thereof, except as hereinafter specially provided, shall relinquish and give up to the Secretary of State, or to any native State, as the case may be, possession of all land of which they respectively shall have allowed the Company to have possession under or for any of the purposes of this Contract (so far as not then already restored to the Secretary of State or such native State), together with all the stations, station-yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employes, fixed machinery, conveniences, works, bridges, rails, fixtures, and plant then erected or being on the land to be relinquished and given up under this clause or in anywise belonging to the said railway or any part thereof, and the then existing stock (if any) of stores belonging to the Company and appropriated, whether for the purposes of construction or otherwise, to the said railway or to any of the adjuncts thereof or to any part of the equipment thereof, and shall also deliver to the Secretary of State all plans, books, surveys, sections, printings, writings, and documents whatsoever in anywise connected with, or with the construction of the said railway or any part thereof, or any of the works or adjuncts thereof inclusive as aforesaid. All the particulars mentioned in this

clause shall at the time when the Secretary of State shall under this clause become entitled to the delivery thereof, so far as not then already belonging to him, become his absolute property, free both as between the Secretary of State and the Company, and as between the Secretary of State and the incumbrancers (if any), from all incumbrances whatsoever created by the Company, it being the intention of the parties hereto that the Secretary of State shall not be affected by any charge or incumbrance of any kind created by the Company on any moveable or immoveable property which during the continuance of this Contract shall be in the possession of the Company, whether belonging to the Secretary of State or to the Company. The rights of either party to this contract as against the other party hereto in respect of the previous breach of any covenant herein contained shall continue to subsist notwithstanding the termination of this Contract in any manner whatsoever, and such termination shall not affect the right of either party hereto to require the payment of any unpaid money which under the provisions of this Contract shall have become actually payable to or on behalf of such party by the other party hereto.

51. If this Contract shall be determined by notice of purchase, the Secretary of State shall within four calendar months from the time at which this Contract shall, except as hereinafter provided, so be determined, pay to the Company in India out of the revenues of India in rupee currency the following sums; that is to say (i), if the Contract shall be determined by notice of purchase on the 31st day of December 1921, or at the expiration of any subsequent period of 10 years, a sum of money equal to 25 times the amount of the average yearly net earnings derived by the Company from the said railway during the five years immediately preceding the time at which this Contract shall be determined, but so that the total amount so payable to the Company shall not in any case exceed by more than 20 per cent. the total capital expenditure of the Company as appearing on the Capital Account of the Company, or be less than such total capital expenditure. And (ii) if this Contract shall be determined by notice of purchase on the 31st day of December 1950, then the total amount of such capital expenditure as aforesaid.

52. If this Contract shall be determined by notice of determination, the Secretary of State shall, except as hereinafter provided, within four calendar months from the time of such determination pay to the Company in India out of the revenues of India, in rupee currency, the fair value of the said railway and works, so far as the same shall then have been constructed, and of all rails, fastenings, sleepers, fixed machinery, plant, and stores which shall be relinquished, given up, or delivered by the Company to the Secretary of State under the 50th clause of this Contract. The fair value of property for the purposes of this clause shall, in case of difference between the Secretary of State and the Company, be ascertained by arbitration under the proviso for arbitration in that behalf hereinafter contained, and shall be calculated without reference to expectations of future profits to be derived from working the said railway.

53. The Secretary of State shall, after making due allowance for any sum remaining in his hands unexpended from the moneys supplied to him by the Company or received by him on their account, be at liberty to deduct any amount that may be owing by the Company to him at the time when this Contract shall terminate from any moneys which but for this proviso would be payable by him to the Company under the provisions of clause 51 or clause 52.

54. The clear balance of money payable by the Secretary of State to the Company under the 51st or 52nd clause of this Contract shall carry interest in favour of the Company at the rate of 3 per cent. per annum, to be computed from the time when this Contract shall terminate down to the time of payment or tender of such clear balance by or on behalf of the Secretary of State to the Company. And the Secretary of State shall pay to the Company in India out of the revenues of India any interest accrued under this clause in favour of the Company with the capital money in respect of which the interest shall have become payable.



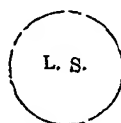
Arbitration.

55. If any dispute, question, or controversy shall at any time arise between the Secretary of State and the Company touching this Contract, or any clause or thing herein contained, or the construction hereof, or any matter connected with this Contract, or the operation of the same, or the rights, duties, or liabilities of either party in relation to the premises, then and in every such case the matter in difference shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequences of the reference, and in all other respects to conform to the law in force in British India for the time being relating to arbitration.

In witness whereof Lieut.-Colonel H. O. Selby, R.E., one of the Secretaries to the Government of Bombay, on behalf of the Secretary of State in Council of India, by the order of the Governor in Council of Bombay, has hereunto set his hand and seal, and the Tapti Valley Railway Company, Limited, have hereunto caused their common seal to be affixed, the day and year first above written.

Signed, sealed, and delivered by the said
Lieut.-Colonel H. O. Selby, R. E., in
the presence of

JOHN WILCOCKS,
Acting Under Secretary to the
Government of India.



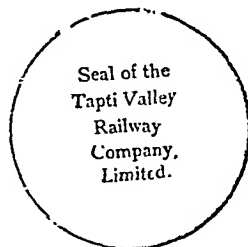
HENRY OLIPHANT SELBY.

The common seal of the Tapti Valley
Railway Company, Limited, was here-
unto affixed in the presence of

RAHIMTULA MOHAMED SAYANI,
NARANDAS PURSHOTAMDAS,

Two of the Directors of the Tapti
Valley Railway Company, Limited.

(Killick, Nixon and Company, Agents.)



Schedule to the Contract between the Secretary of State in Council of India and the Tapti Valley Railway Company, Limited.

[Copy of the Contract between the Secretary of State in Council of India and the Bombay, Baroda and Central India Railway Company, dated 30th October 1896.]

THE SECRETARY OF STATE IN
COUNCIL OF INDIA

AND

THE TAPTI VALLEY RAILWAY
COMPANY.

C O N T R A C T

For the construction of the Tapti
Valley Railway.

TAPTI VALLEY RAILWAY.

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CORRIGENDUM No. 12.

(Corrigendum No. 12. dated 28th November 1923.)

This is supplemental to the Contracts printed at pages 113-120 etc., of the Bombay, Baroda and Central India Book of Contracts, Volume I.

THIS INDENTURE made the 23rd day of March 1922, **BETWEEN** the Secretary of State in Council of India (hereinafter called the Secretary of State) of the one part and the Bombay, Baroda and Central India Railway Company (hereinafter called the Company) of the other part.

WHEREAS these presents are intended to be supplemental to an Indenture (hereinafter referred to as the Principal Contract) dated the 30th day of October 1896 and made between the same parties as these presents (being a Contract as to the terms and conditions upon which the Railway known as the Tapti Valley Railway was to be worked by the Company) and also to two other Indentures (hereinafter referred to as the Supplemental Contracts) made between the same parties as these presents and dated the 1st day of February 1901 and the 10th day of July 1908 respectively whereby the terms and conditions with regard to the working by the Company of the Tapti Valley Railway were in certain respects modified.

AND WHEREAS by clause 26 of an Indenture, dated the 24th day of October 1913 and made between the same parties as these presents it was agreed that in any case in which under the contract or contracts subsisting on or immediately before the 31st day of December 1905 with respect to the working by the Company of any of the subsidiary lines as defined by an Indenture, dated the 8th day of April 1907 made between the same parties as these presents (which lines include the Tapti Valley Railway) the accounts of such line were prepared or any rebate was to be retained with reference to the calendar year or any year other than the financial year of the Government of India (being the year ending on the 31st day of March) the terms and conditions of such contract or contracts as modified by any contracts between the parties thereto respectively subsequent in date to the said Indenture of the 8th day of April 1907 should be deemed to be modified by the substitution of the financial year of the Government of India for the year with reference to which such accounts were then prepared or such rebate was then retained.

AND WHEREAS the parties hereto have agreed that the terms and conditions with regard to the working by the Company of the Tapti Valley Railway shall be further modified in manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed as follows:—

1. The accounts referred to in clause 20 of the Principal Contract in lieu of being made up half-yearly shall be made up yearly to the 31st day of March in every year, and in clause 23 of the Principal Contract and in all other clauses of the Principal Contract relating to accounts in which the period of half a year is referred to the period of a year shall be deemed to be substituted except as regards payments on account subject to adjustment.

2. The sum to be paid over to the Company by the Secretary of State in respect of the Tapti Valley Railway under the provisions of clause 23 of the Principal Contract for every year during which the Principal Contract as modified by the Supplemental Contracts and these presents shall continue in force shall be a sum bearing the same proportion to the gross earnings for such year of the Tapti Valley Railway as the aggregate of the working expenses of all the broad gauge lines of the Bombay, Baroda and Central India Railway system bears to the aggregate gross earnings of all such broad gauge lines for the same year, less such sums (if any) as the Secretary of State shall be entitled to retain out of such gross earnings under clause 25 of the Principal Contract as hereby varied. Provided always that such proportionate part as aforesaid of the gross earnings of the Tapti Valley Railway shall not in any year exceed

55 per cent. thereof, and clause 23 of the Principal Contract as modified by the said Indenture of the 1st day of February 1901 shall be further modified accordingly.

3. The expression the Bombay, Baroda and Central India Railway system as used in the last preceding clause means all the Railways comprised in the "Undertaking" as defined by the Indenture of the 8th day of April 1907 hereinbefore referred to, together with any other railways which shall for the time being be worked by the Company as part of or in connection with the Undertaking.

4. Clause 25 of the Principal Contract shall as from the 1st day of April 1922 be read and construed as though "8 per cent." were substituted therein for "4 per cent." and the substitution of "45 per cent." for "10 per cent." effected by the said Indenture of the 10th July 1908 shall continue in force.

5. The Secretary of State shall authorise the Company to raise the rates for the carriage of goods and passengers over the Tapti Valley Railway to such an extent as shall appear to be necessary to ensure as far as may be to the Tapti Valley Railway Company, Limited, a return of 8 per cent, per annum on the actual capital expenditure charged in the capital account of the said Railway, provided that such rates shall be within the maximum and minimum rates for the time being authorised by the Secretary of State in respect of the Undertaking of the Company.

6. The modifications hereby made in the Principal and Supplemental Contracts shall come into operation as from the 1st day of April 1922.

7. The arbitration clause contained in the Indenture of the 8th day of April 1907 hereinbefore referred to, shall apply to these presents and to the Principal Contract as modified by the Supplemental Contracts and these presents.

IN WITNESS whereof SIR CHARLES ARNOLD WHITE, Kt., and SIR WILLIAM DIDSBURY SHEPPARD, K.C.I.E., being two members of the Council of India, have hereunto set their Hands and Seals, and THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY have hereunto caused their Common Seal to be affixed the day and year first above written.

Signed, sealed and delivered by
the said two Members of the
Council of India in the presence
of—

H. S. PAINTER,
India Office.

C. ARNOLD WHITE.

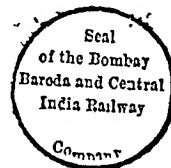
L. S.

W. D. SHEPPARD.

L. S.

The Common Seal of the Bombay,
Baroda and Central India Rail-
way Company was hereunto
affixed in the presence of—

A. D. G. SHELLEY, } *Directors.*
T. J. BENNETT, }
S. G. S. YOUNG, *Secretary.*



Stamp
10s.

THIS INDENTURE, made the 30th day of October 1896, BETWEEN THE SECRETARY OF STATE IN COUNCIL FOR INDIA (hereinafter called "the Secretary of State") of the one part, and THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY (hereinafter called "the Company") of the other part.

WHEREAS by an Indenture dated the 24th day of September 1884, and made between the Secretary of State of the one part and the Company of the other part (which Indenture is hereinafter referred to as the principal Contract), the Company contracted for the maintenance, management, use, and working by the Company of the Rajputana-Malwa Railway.

AND WHEREAS the Secretary of State has entered into a Contract, dated the 28th day of August 1896, with the Tapti Valley Railway Company, Limited, with the object (among other things) of constructing, on a route to be determined by the Secretary of State, a railway from outside the eastern fence of the Bombay, Baroda and Central India Railway Station at Surat to Nandurbar, and extending thence to Amalner, with stations, station-yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employés, fixed machinery, tools and plant, office furniture and equipment, conveniences, and works (all which proposed railway, stations, station-yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employés, fixed machinery, tools and plant, office furniture and equipment, conveniences, and works are hereinafter meant by and included in the expression "the said railway").

AND WHEREAS one of the terms of the said Contract is that the Secretary of State shall maintain and work the said railway as and when completed, either through State agency, or through some other agency to be selected by him, and that he shall have full power to enter into this present Contract for the working, maintenance, and management of the said railway.

AND WHEREAS the Company have agreed to work, maintain, and manage the said railway upon the terms and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH :—

Interpretation of terms.

1. The definitions of "the Secretary of State," "the Company," and "the Bombay and Baroda Railway" in the principal Contract contained shall apply to this Contract.

The expression "the Rajputana-Malwa Railway" means and includes the Rajputana-Malwa Railway as defined by "the undertaking" in the principal Contract.

The expression "gross earnings" means and includes the gross earnings to be derived from the working of the said railway, and also the rents of any buildings belonging to the said railway and occupied by servants of the Company which may be charged to the occupiers of such buildings under the rules in relation thereto for the time being in force on the undertaking, and tolls on bridges and other sources of income which are treated as revenue on Indian railways generally, but does not include book entries for the carriage of stores to be used in the maintenance or working of the said railway, or for services rendered and work done in relation thereto respectively, and for which no cash payment is made, nor any sum allowed by way of rebate under clause 24 hereof.

The expression "months" means calendar months.

Surat Station and Junction thereat.

2. The Secretary of State and the Company shall from time to time agree upon the additional works and conveniences to be constructed at the said Surat Station of the Bombay and Baroda Railway, or in extension thereof, to meet the traffic of the said railway; and, upon any such agreement being made, the Company shall prepare plans and specifications of the said additional works and conveniences, and of the junction with the Bombay and Baroda Railway to be made at Surat, and shall submit the same to the Secretary of State for his approval. Such plans and specifications, when approved by the Secretary of State, shall be signed by the Consulting Engineer of the Government of India, or other officer duly authorised in that behalf to act on behalf of the Secretary of State, and by the Company's Engineer on behalf of the Company. Any such additional works and conveniences at the said junction shall respectively be constructed by the Company on land at Surat forming part of the Bombay and Baroda Railway, and shall be held by the Company, subject to the use thereof for the purposes of the said railway, upon the terms hereinafter mentioned, or such other terms as may from time to time be agreed upon by the Secretary of State and the Company. No charge or toll shall be made or levied upon or from the Tapti Valley Railway Company in respect of the use of the lines, platforms, buildings, or other conveniences at the said Surat Station in excess of the sum to be retained from the gross earnings of the said railway under section 23 of this Contract.

3. The Secretary of State shall from time to time, on the application of the Company, provide and hand over to the Company, subject to the conditions of section 60 of the principal contract with reference to land not required for the purposes of the undertaking therein defined, such land as the Secretary of State may consider to be necessary for the purpose of constructing the said additional works and conveniences, and for making the said junction. The Company shall forthwith or upon provision as aforesaid of the necessary land, if it shall be required, proceed with diligence in the construction of the said additional works and conveniences and junction, in accordance with the said plans and specifications.

4. The Company shall, during the construction of the said railway, convey over the lines of the Bombay and Baroda Railway and of the Rajputana-Malwa Railway all materials, plant, and stores required for the construction of the said railway at the same rates as are charged on the Bombay and Baroda Railway and on the Rajputana-Malwa Railway for such materials, plant, and stores used for similar purposes on those railways respectively.

Opening of Railway.

5. From time to time when and as often as an inspecting officer acting on behalf of the Secretary of State shall have certified that the whole or any part of the said railway has been constructed in accordance with the provisions herein contained, and is ready and fit for the conveyance of passengers and goods, the Secretary of State will furnish to the Company, free of all cost to the Company, a specification of such whole or part of the said railway describing the nature and quality of the works and setting out fully the general details of the construction of the same as regards earthworks, bridges, ballast, permanent-way, stations, buildings, and all other matters and things of a permanent character, so as to show in every particular the standard up to which the works have been constructed, together with plans and working drawings of the same. Such specification, plans, and working drawings shall be submitted to the Agent of the Company in India, and when finally accepted by him shall be signed by him on behalf of the Company and by the Consulting Engineer of the Government of India, or other officer duly authorised in that behalf to act on behalf of the Secretary of State, and shall be retained by the Company. The said specification and plans shall from time to time be revised and completed up to date as occasion shall require. The Secretary of State shall guarantee the Company undisturbed possession at all times during the continuance of this Contract of each and any portion of the said railway handed over to them.

6. As soon as may be after the said specification, plans, and working drawings have been so approved and signed as aforesaid, such part of the said railway

as they respectively refer to shall be opened for public traffic, and may be worked in the manner hereinafter mentioned.

Maintenance and Working.

7. The Company shall thenceforth, until the determination of this Contract, work and maintain the said railway or such part thereof as shall for the time being have been so opened, on the terms and subject to the provisions hereinafter expressed.

8. All the business connected with the management and maintenance of the said railway and conducting the traffic thereon, including police and telegraphs and telegraphic appliances, shall in all respects, as far as practicable, be carried on in the same manner and subject to the same regulations and control by the Secretary of State as the like business on the Rajputana-Malwa Railway as now carried on under the principal Contract.

9. The Company shall charge such rates and fares for the carriage of goods and passengers over any portion of the said proposed railway, as shall from time to time be agreed upon between the Company and the Secretary of State, and adopt such classification of goods thereon as shall be from time to time in force on the Bombay and Baroda Railway. Provided that such rates, fares, and terminals, if any, are within the maximum and minimum rates, fares, and terminals, if any, for the time being in force on the Bombay and Baroda Railway. The apportionment of through rates for traffic passing over the said proposed railway to or from the Bombay and Baroda Railway or the Rajputana-Malwa Railway shall be subject to agreement between the Secretary of State and the Company.

10. The Company shall be at liberty to charge tolls according to tariffs to be settled by the Secretary of State on traffic over any roadways on bridges (if any), for foot passengers, cattle, or carts or other vehicles.

Application of certain Conditions of Principal Contract.

11. The conditions with respect to the provision of a police force, and the provision and use of telegraphs and telegraphic appliances, and (except as is hereinafter otherwise expressly provided) with respect to moneys supplied by the Secretary of State for the purposes of the said railways, shall be the same as are by the principal Contract prescribed with reference to the same matters respectively in respect of the undertaking therein defined, but the Secretary of State shall allow the Company the use of as many wires as they need at the same rate per mile as he charges for the use of wires on the Bombay and Baroda Railway.

12. During the continuance of this Contract the Company shall keep the said railway and works, or such part thereof as shall for the time being be open for public traffic, supplied with rolling-stock, plant, and machinery, other than fixed machinery, as if it were part of the Bombay and Baroda Railway, and shall manage, use, and work the said railway and works or such part thereof as aforesaid, and convey traffic thereon, upon, under, and subject to (save as is by this Contract otherwise expressly provided) the like terms, conditions, and restrictions as are by the principal Contract prescribed in respect of the management, use, and working of the undertaking therein defined and the conveyance of traffic thereon by the Company, and in respect of the supervision and control of the Company by the Secretary of State. And in all respects not otherwise provided for by this Contract, the Secretary of State and the Company respectively shall and may with reference to the respective matters aforesaid have, execute, enjoy, put in force, and be subject to the like rights, powers, authorities, privileges, provisions, regulations, duties, and obligations as are by the principal Contract in respect of such matters, respectively given or reserved to or imposed upon the Secretary of State and the Company respectively: Provided always, that nothing in this Contract contained shall operate so that the said railway and works shall form part of the Bombay and Baroda Railway or of the Rajputana-Malwa Railway.

13. The Secretary of State may from time to time, and with or without an application from any railway administration or person, call upon the Company

to agree, and subject to the conditions of clause 9 the Company may agree, with the administration or administrations of any other railway or railways in connection with or with which there shall be an interchange of traffic with the said railway and through rates for the traffic between the stations of the said railway and those of such other railway or railways, and likewise to the apportionment of such rates among the administrations of such railways and the Company. If the Company and the said administrations, or any of them, should fail to agree in the settlement of such through rates or their apportionment, and such administrations should agree in writing to be bound by the decisions of the Government of India, or any authority duly appointed by the said Government in that behalf, in respect of the matters in dispute, such decisions shall be binding on the Company so long as the said administrations continue to act in accordance therewith. In arriving at its decisions the Government of India, or the said authority, as the case may be, shall take into consideration all the circumstances of the case, including any special expense incurred in respect of the construction, maintenance, or working of the route or any part of the route, as well as any special charges which any administration may have been entitled to make in respect thereof.

Alterations, Improvements, and Additions.

14. The Secretary of State may from time to time give notice in writing to the Company of any reasonable alteration, improvement, or addition which may, in his opinion, be required to be made in or to any part of the said railway or any of the stations or works belonging thereto or the said junction at Surat, either for the protection and security of the said works and stations, the safety of passengers or of the public, or for meeting the development of traffic on or the effectual working of the said railway or otherwise and which is estimated to cost more than Rs. 1,000. Such notice shall specify the alteration, improvement, or addition required and shall also in general terms describe the works to be executed for the purpose of effecting the same and state approximately what such works are expected to cost. On receiving any notice under this clause the Company shall with all reasonable speed execute the works described therein, the Secretary of State (except in the case of alterations or improvements in or additions to the said station at Surat or the said junction) supplying the necessary funds, or causing the same to be supplied, and providing, free of all cost to the Company, any land that may be required for the purpose. If in any case the Company shall neglect to proceed with the proposed works, or fail to complete the same to the satisfaction of the Secretary of State, the Secretary of State may enter on the said railway and works and execute the said works.

15. On the completion of works so required, as well as on the completion of the works to be constructed under clause 3 (Surat Station), a specification such as is described in clause 5, with necessary plans, shall be prepared and signed on behalf of the Company and of the Secretary of State respectively as therein provided, and delivered to the Secretary of State together with a similarly certified statement of the cost of the said works. All such specifications and plans shall be corrected from time to time, when additions or alterations are made to the works of the said railway.

16. The cost of works the execution of which shall be carried out by the Company shall be dealt with as follows:—

- (a) All such works, costing more than Rs. 1,000, in respect of which notice shall have been given under clause 14 hereof, shall be charged to the capital account of the Tapti Valley Railway Company.
- (b) Petty works, costing not more than Rs. 1,000 each, shall be charged to revenue, and shall be met from the sum allowed to the Company for maintenance and working of the said railway as hereinafter provided.

Provided always, that if for any half year the aggregate expenditure on petty works thereon shall exceed Rs. 20 per mile open in any half year, such excess shall be charged to the capital account of the said railway, and shall be met by the Secretary of State.

17. No moneys that may be at any time supplied or provided by the Secretary of State under this Contract shall be deemed to be moneys supplied or provided in respect of the Bombay and Baroda Railway or the Rajputana-Malwa Railway, nor shall they be entered in any of the accounts of the Company kept by them in respect of those railways.

Land.

18. Any land that may be under this Contract provided by the Secretary of State and handed over to the Company shall be held by the Company upon the like terms and conditions as are by the principal Contract prescribed in respect of land to be provided thereunder.

Accounts of Gross Earnings and their application.

19. The Company shall keep, in rupee currency in India, a distinct and separate account of the gross earnings derived from the working of the said railway, or of such part thereof as shall for the time being have been opened for public traffic. Such account shall be made up half-yearly to the [30th of June*] 30th day of September† and the [31st of December*] 31st day of March† in each year, and shall be regularly submitted by the Company to the Secretary of State, who may audit the same and correct any error which may be discovered therein. The Company shall also within two calendar months after each of the said half-yearly days render to the Secretary of State a summary of the said account for the half-year ending on such half-yearly day.

20. The Company shall also keep in India all such subsidiary accounts and vouchers as shall be proper and sufficient for the preparation and verification of the account aforesaid, and the said accounts and vouchers shall be open at all reasonable times to inspection and transcription by any person or persons duly authorised by the Secretary of State in that behalf. The Company shall afford all proper and sufficient facilities for such inspection and transcription, and shall on the requirement of the Secretary of State (but at his expense) duly verify any such account, provided such requirement be notified in writing to the Company within three calendar months after the receipt by the Secretary of State of the summary aforesaid for any half-year. If after such verification the Secretary of State shall require any alteration to be made in any such account, or in any summary to be so rendered by the Company as hereinbefore provided, and if the Company shall give notice to the Secretary of State that they object to such alteration being made, the matter thus being in difference between the Secretary of State and the Company shall be referred to arbitration under the provision for arbitration hereinafter contained.

21. Every summary of account with respect to which or to the accounts on which it is based, no such written requirement of verification shall have been delivered to the Company within three calendar months after the receipt by the Secretary of State of the said summary shall be deemed to be settled between and shall be binding upon the Secretary of State and the Company, except that if and whenever any error shall be subsequently discovered in any such summary of account, such error shall be rectified and allowed for in the account for the half-year in which such error shall be discovered or for any subsequent half-year.

22. The said gross earnings shall, at such times and in such manner as the Secretary of State may from time to time direct, be paid without deduction into such Treasury of the Government in India as the Secretary of State may approve. The Secretary of State shall, as soon as the accounts between him and the Company in respect of the said railway and works for any half-year shall have been settled, pay over to the Company at Bombay to the credit of the Bombay and Baroda Railway a sum bearing the same proportion to such gross earnings

* Superseded from 1st April 1913, *vide* paragraph 1 of Supplemental Contract, dated 30th June 1916, between the Secretary of State, the Tapti Valley Railway Company and the B. B. & C. I. Railway Company.

† Substituted, *vide* paragraph 1 of Supplemental Contract, dated 30th June 1916, between the Secretary of State, the Tapti Valley Railway Company and the B. B. & C. I. Railway Company.

[NOTE.—As from 1st April 1913 substitute "financial year or half-year" for "year or half-year" (as the case may be) in clauses 19, 20, 21 and 22, *vide* paragraph 3 of Supplemental Contract, dated 30th June 1916, between the Secretary of State, the Tapti Valley Railway Company and the B. B. & C. I. Railway Company.]

for such half-year as the aggregate of working expenses of the Bombay and Baroda Railway bear to the aggregate gross earnings of that railway (including any standard gauge branches thereof), for the same half-year, less such sums, if any, as the Secretary of State shall be entitled to retain out of such gross receipts under clause 24, but such sum is not in any year to exceed 50* per cent. of the said gross earnings of the said railway for that year, and the said sum shall be accepted by the Company in full satisfaction and remuneration for the supply of rolling-stock, plant, and machinery, other than fixed machinery, and the managing, working and maintaining the said railway and works in accordance with the provisions of this Contract, and for the performance by the Company of every other obligation undertaken by them under this Contract with reference to the said railway and works.

23. The amount to be paid to the Company under clause 22 (less any sums retained by the Secretary of State under clause 24) shall be entered in the accounts kept by the Company in relation to the Bombay and Baroda Railway.

Rebate.

24. The Secretary of State shall be entitled to retain, in respect of and at the end of each calendar† year commencing [at the close of the period during which interest shall be payable out of capital by the Tapti Valley Railway Company, Limited‡] from 30th June 1900§, by way of rebate, such a sum not exceeding in any year 10 per cent.|| of the combined shares attributable to the Bombay and Baroda Railway, and the Rajputana-Malwa Railway, of the gross earnings (carriage of stores being excluded) from traffic interchanged between the said last-mentioned railways, or either of them, and the said railway, as shall together with the net earnings of the Tapti Valley Railway Company, Limited, for the said year to be retained by the Secretary of State, make up an amount equal to interest for the year at the rate of 4 per cent. per annum on the actual expenditure charged in the capital account of the said railway, and shall also allow the sum of Rs. 6,000 per annum towards the office expenses and the expenses of management of the Tapti Valley Railway Company, Limited, and also all such legal expenses as may be properly incurred by the said last-mentioned Company and approved by the Secretary of State or the Government of India, and as are debitable to revenue. The payments under this clause shall be calculated at the close of each year, but payments on account and subject to adjustment may be made at the close of the first-half† of each year.

Provided always, that as regards traffic interchanged between the Rajputana-Malwa Railway and the said railway, the allowance by the Company by way of rebate on such traffic above provided for shall continue only, so long as the principal Contract shall continue in force.

Other accounts to be kept by Company.

25. The Company shall keep separate accounts of all moneys received by them from the Secretary of State or from the Tapti Valley Railway Company under the provisions of this Contract, and of the expenditure by the Company of the said moneys, in such forms as the Secretary of State may from time to time prescribe, and such accounts shall be from time to time made up and submitted to the Secretary of State as he may require.

Termination of Contract.

26. This Contract shall terminate at the same time at which the Contracts of the 21st day of November 1855 and the 2nd day of February 1859, under

* NOTE 1—Should be read as 44 per cent. with effect from 1st July 1900, *vide* clause 10 of the Contract, dated 1st February 1901, between the Secretary of State and the B. B. & C. I. Railway Company.

† NOTE 2.—Cancelled, *vide* clause 11 of the Contract, dated 1st February 1901, between the Secretary of State and the B. B. & C. I. Railway.

§ NOTE 3.—Substituted, *vide* clause 11 of the Contract, dated 1st February 1901, between the Secretary of State and the B. B. & C. I. Railway.

|| NOTE 4.—This should be read as 45 per cent. with effect from 1st July 1908, *vide* Contract, dated 10th July 1908, between the Secretary of State and the B. B. & C. I. Railway Company.

† NOTE 5.—As from 1st day of April 1913 substitute "financial" for "calender" in line 2 and the first half of each year in line 19 shall be the half-year from the 1st day of April to the 30th day of September, *vide* paragraph 1 of Supplemental Contract, dated 30th June 1916, between the Secretary of State, the Tapti Valley Railway Company and the B. B. & C. I. Railway Company.

which the Bombay and Baroda Railway is worked by the Company, terminate under clauses 20, 21, or 22 of those Contracts respectively.

27. If within 12 months from the date of this Contract a Company as proposed with power to construct the said railway shall not be registered as aforesaid, and a Contract between such Company and the Secretary of State for the construction by such Company of the said railway and works be lawfully entered into, this Contract shall be void and of none effect.

As to Arbitration.

28. If the Secretary of State and the Company shall fail to agree touching any matter with respect to which their agreement is required by this Contract, or if in any case not herein specially provided for, any dispute, question, or controversy shall at any time arise between the Secretary of State and the Company touching these presents or any clause or thing herein contained, or the construction hereof, or any matter connected with these presents or the operation hereof, or the rights, duties or liabilities of either party in relation to the premises, then and in every such case the matter as to which the Secretary of State and the Company shall fail to agree, or the matter in difference, as the case may be, shall be referred to two arbitrators or their umpire, pursuant to and so as with regard to the mode and consequences of the reference, and in all other respects to conform to the law in force in British India for the time being relating to arbitration.

In witness whereof Sir Alfred Comyns Lyall, K.C.B., and Sir Charles Haukes Todd Crosthwaite, K.C.S.I., being two members of the Council of India, have hereunto set their hands and seals, and the Bombay, Baroda and Central India Railway Company have hereunto caused their common seal to be affixed the day and year first above written.

Signed, sealed and delivered by
the above-named two members
of the Council of India in the
presence of

W. H. TREASURE,
India Office.

A. C. LYALL.

LS

C. H. T. CROSTHWAITE.

LS.

The common seal of the Bombay,
Baroda and Central India Rail-
way Company was hereunto
affixed in the presence of

C. H. DICKENS, }
SAML. J. WILDE, } Directors.
T. W. WOOD, }
Secretary.

Seal of the
Bombay, Baroda and
Central India
Railway Company.

WORKING OF TAPTI VALLEY RAILWAY.

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Stamp,
10s.

THIS INDENTURE made the First day of February 1901 BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (herein-after called the Secretary of State) of the one part and THE BOMBAY BARODA AND CENTRAL INDIA RAILWAY COMPANY (herein-after called the Company) of the other part.

WHEREAS by three Indentures dated respectively the 21st day of November 1855, the 2nd day of February 1859, and the 17th day of November 1871, of which the first-mentioned was made between the East India Company of the one part and the Company of the other part, and the two last-mentioned were made between the Secretary of State of the one part and the Company of the other part, the Company agreed to construct, and for a term of 99 years determinable as therein mentioned to work, manage, and maintain, on the terms and under the provisions in the said Indentures contained, as one under-taking lines of railway from Bombay to Surat, thence to Baroda to Ahmedabad, and thence across the Sabarmati River to Verumgaum and Wadwan, which said lines of railway together with all branches, extensions, improvements, and additions thereto and all other lines of railway, if any, for the time being forming part of the said undertaking, are herein-after called the Bombay and Baroda Railway.

AND WHEREAS by four Indentures dated respectively the 24th day of September 1884, the 16th day of March 1888, the 8th day of November 1889, and the 5th day of October 1893, and made between the Secretary of State of the one part and the Company of the other part, the Company agreed to work, manage, and maintain, on the terms and under the provisions in the said Indentures contained, for a term to expire by effluxion of time on the 30th June 1900, but determinable as therein mentioned, as one undertaking, the State Railways herein-after mentioned, that is to say, the Rajputana Malwa Railway (as described in the said indenture of the 24th day of September 1884), the Cawnpore-Achnera Railway, together with the Bindraban branch as part thereof (as described in the said Indentures of the 16th day of March 1888 and the 8th day of November 1889) and the Godhra-Rutlam Railway (as described in the said Indenture of the 5th day of October 1893), which said railways together with all branches, extensions, improvements and additions thereto and all other State Railways (if any) for the time being worked and maintained as part of the undertaking described in the said Indenture of the 24th day of September 1884, are herein-after called "the State Railways" except that if any part or parts of the said railways shall be retransferred to the Secretary of State under the provisions of any of the said Indentures or of these presents, then as from the date of any such retransfer the expression "the State Railways" shall not include any part or parts so retransferred.

AND WHEREAS by an Indenture dated the 4th day of June 1896, and made between the Secretary of State of the one part and the Company of the other part, the Company agree to work, manage, and maintain on the terms and under the provisions in the said Indenture contained, and until the termination of the Contract contained in the said Indenture of the 24th day of September 1884, a railway then proposed and since constructed from Ahmedabad to Prantelj, with an extension to Ahmednagar, and with a further extension in certain events which have not yet happened to Udaipore, which said railway together with all branches, extensions, improvements, and additions thereto for the time being worked and maintained under and subject to the provisions of the said Indenture of the 4th day of June 1896 or any modification thereof, are herein-after called the "Ahmedabad-Prantelj Railway."

AND WHEREAS by an Indenture dated the 30th day of October 1896, and made between the Secretary of State of the one part and the Company of the other part, the Company agreed to work, manage, and maintain, on the terms and under the provisions in the said Indenture contained and until the termination of the Contract contained in the said Indentures of the 21st day of November 1855 and the 2nd day of February 1859, a railway then proposed and since constructed from Surat to Nundarbar, and thence to Amalner, which said railway, together with all branches, extensions improvements, and additions thereto, for the time being worked and maintained under and subject to the provisions of the said Indenture of the 30th day of October 1896, or any modification thereof, are herein-after called the "Tapti Valley Railway."

AND WHEREAS a Company has been or is about to be formed for the construction of a railway from outside the western fence of the said Rajputana Malwa Railway Station at Sabarmati to Dholka in Guzerat, and it is proposed that the Secretary of State should enter into agreements with the Company as aforesaid and with the Company party hereto, under which the Company party hereto, shall undertake to work, manage, and maintain the said proposed railway during the continuance of this Contract on terms substantially similar to those contained in the said Indenture of the 4th day of June 1896, as modified by these presents; and it has been agreed that, if such Contracts as aforesaid are entered into, these presents shall apply to the said railway, which said railway together with all improvements thereto for the time being worked and maintained under and subject to the provisions of the said proposed Contract or any modifications thereof, are herein-after called the "Sabarmati-Dholka Railway."

AND WHEREAS the Company has requested the Secretary of State to extend the duration of the said Contract contained in the said Indenture of the 24th day of September 1884 until the 31st day of December 1905, and the Secretary of State has agreed so to do upon the terms and with the modifications herein-after contained.

NOW THIS INDENTURE WITNESSETH, and it is hereby agreed as follows:—

Interpretation of Terms.

1. The expression "the Company's railway system" means and includes the railways herein-after mentioned, and consists or shall consist of the following component sections, that is to say:—

- (a) The Bombay and Baroda Railway.
- (b) The State Railways.
- (c) The Ahmedabad-Prantelj Railway.
- (d) The Tapti Valley Railway.
- (e) The Sabarmati-Dholka Railway, if and when the Company shall have entered into a Contract with the Secretary of State for the working, maintenance, and management thereof.
- (f) Any other line or lines of railway which shall, for the time being, during the continuance of this contract be worked and maintained by the Company as a component section of the Company's railway system.

The expression "gross earnings" means and includes, in reference to any component section which is worked under a contract or contracts containing a definition of that expression, the gross earnings as defined by such contract or contracts, and, in reference to any other component section, the gross earnings derived from the working of the railway or railways included in such section and from all other sources of income which are treated as revenue of such component section under the provisions of the contract or contracts relating thereto.

Extension of the contract relating to the Rajputana-Malwa Railway and Contracts co-terminous therewith.

2. Contract contained in the said Indenture of 24th day of September 1884, and every other existing contract terminating at the same time as that contract shall be extended and continue in force subject to the modifications herein-after contained until the 31st day of December 1905, unless the same respectively be previously determined under any provisions therein contained.

Duration of Contract.

3. The provisions of this contract herein-after contained shall come into force as on and from the 1st day of July 1900, and this contract shall continue in force until the 31st day of December 1905, unless the said contract of the 24th day of September 1884 be previously determined, in which event this contract shall terminate with that contract.

Accounts.

4. In the accounts kept by the Company of the gross earnings of each component section of the Company's Railway system in accordance with the provisions of the contract relating to such component section, the gross earnings of any line or lines of a different gauge from that of the main line of the component section of the said system to which such line or lines belong shall be distinguished from the other gross earnings of such component section.

5.—(1) The Company shall keep a General Working Expenses Account for the whole of the Company's Railway system.

(2) Such account shall contain an account of the working expenses of the Company's Railway system, except the working expenses of any line or lines of a different gauge from that of the main line of the component sections of such system to which such line or lines belong, and except the charge which the Secretary of State is entitled to make for the supervision, audit, and control of the Company, in respect of the undertaking mentioned in the said Indenture of the 24th day of September 1884 under Clause 38 (10) and 52 of that contract.

(3) The expenses to be entered in the said account as working expenses shall be all such sums, charges, and expenses (with the exceptions aforesaid) as under the provision of the contracts for the time being in force regulating the working, management, and maintenance by the Company of the Company's Railway system are treated as working expenses.

(4) The said account shall be made up half yearly to the (30th June*) 30th September† and the (31st December*) 31st March† in each year or to such other days as the Secretary of State shall from time to time prescribe, and shall be regularly submitted by the Company to the Secretary of State who may audit the same either concurrently with or after expenditure, or in both ways as he may think fit, and may in case of any error being discovered therein correct the same within three calendar months after the account containing such error shall have been submitted to him. Every such account shall be considered as settled at the expiration of three calendar months after the same shall have been submitted to the Secretary of State, but nevertheless any error which may subsequently be discovered therein shall be corrected in the then next or in any subsequent General Working Expenses Account or Accounts as the Secretary of State may determine.

(5) As soon as the General Working expenses Account for any half year shall have been settled the working expenses in such account shall be divided between and attributed to the component sections of the Company's Railway system in proportion to the amounts of the gross earnings of such sections respectively for such half year other than and except the gross earnings of any line or lines of a different gauge from that of the main line of the section to which such line or lines belong.

(6) The share of all working expenses so attributed in respect of any half year to any component section and the working expenses for such half year of all lines (if any) belonging to such section of a gauge different from that of the main line of such section shall be deemed to be and dealt with as the actual working expenses during such half year of such component section.

(7) The Company shall in respect of each component section keep a separate account of the working expenses of any line or lines of a different gauge from that of the main line of the component section to which such line or lines belong and such account shall be kept in accordance with and subject to the provisions of the Contracts relating to the component section to which such accounts refer.

Net Receipts of the Bombay and Baroda Railway.

6. The moneys to be applied under the provisions of Clause 18 of the said Indenture of the 2nd day of February 1859, or of any modification thereof for the time being in force as net receipts of the Bombay and Baroda Railway for any half-year during the continuance of this Contract shall be the net receipts therein mentioned or referred to, and all other receipts (if any) which for the time being are, or but for this clause would have been applicable as therein mentioned after deducting therefrom the working expenses for such half-year of the Bombay and Baroda Railway to be ascertained as herein-before mentioned, and the whole or that portion of the working expenses for such half-year of any other line or lines for the time being worked by the Company which ought in accordance with the provisions of the Contracts relating thereto to be paid out of such receipts as aforesaid, and all other sums (if any) not being working expenses deductible therefrom in accordance with the provisions of the said clause or any modification thereof for the time being in force.

Application of the Receipts of the State Railways.

7. The receipts mentioned or referred to in Clause 39 of the said Contract of the 24th day of September 1884 and all other receipts (if any) which for the time being are or but for this provision would have been applicable as therein mentioned, after deducting the working expenses for such half-year of the State Railways to be ascertained as herein-before mentioned and the whole or that portion of the working expenses for such half-year of any other line or lines for the time being worked by the Company which ought in accordance with the provisions of the Contracts relating thereto to be paid out of such receipts as aforesaid and all other charges (if any) to revenue account (not being working expenses) properly attributable to that half-year shall be applied in the following manner and in the following order:—

- (1) In payment of such a sum, not exceeding in any half-year 40 rupees per mile of railway forming part of the said State Railways for the time being open for traffic, as may be required by the Secretary of State to cover the costs and charges of and incidental to the supervision, audit, and control of the Company in respect of the said State Railways by the Secretary of State;
- (2) In payment of such sums (if any) as, according to the rules for the time being in force of the State Railway Provident Institution, shall from time to time be payable with the sanction of the Secretary of State to or for the purposes of that institution, and being contingent on the amount of the receipts of the undertaking which remain after the payments which, under the provisions of this Contract and Clause 38 (8) of the said Indenture of the 24th day of September 1884, are to be included amongst the working expenses in the General Working Expenses Account for such half year;

NOTE.—* Superseded from 1st April 1913, vide paragraph 1 of Supplemental Contract, dated 30th June 1916, between the Secretary of State, the Tapti Valley Railway Company and the B. B. & C. I. Railway Company.

† Substituted

do.

do.

do.

do.

- (3) In payment of the percentage on the capital expenditure of the Company on the rolling stock purchased by the Company for the purposes of the Godhra-Rutlam Railway mentioned in and provided for by Clause 4 of the said Indenture of the 5th day of October 1893;
- (4) In payment to the Secretary of State of interest at 4 per cent. per annum on the money standing to the debit of the Capital Account and Stores Account kept under the provisions of the said Indenture of the 16th day of March 1888, and of interest at 5 per cent. per annum on money standing to the debit of the Capital Advance Account and Capital Account and Stores Account kept under the provisions of the said Indenture of the 24th day of September 1884;
- (5) And the surplus (if any) shall belong to the Secretary of State.

The provisions of this clause and of Clause 5 hereof shall be substituted for and supersede Clauses 33, 37, 38 and 39 of the said Indenture of the 24th day of September 1884, and Clause 6 of the said Indenture of the 16th day of March 1888, except that Clauses 33 and 38 of the former Indenture shall continue in force for the purpose of ascertaining what sums are to be considered as working expenses in respect of the State Railways.

As to the re-transfer of portions of the State Railways.

8. In addition to the power conferred upon the Secretary of State by Clause 9 of the said Indenture of the 24th day of September 1884, the Secretary of State may from time to time or at any time during the continuance of this Contract request the Company to re-transfer to him all or any part or parts of either or both of the railways herein-after mentioned, that is to say, (1) the said Cawnpore Achnera Railway with the said Bindraban Branch thereof, and (2) the Bhatinda-Ferozepore section of the railway from Rewari to Ferozepore mentioned in the said 9th Clause of the said Indenture, and the Company shall re-transfer the same accordingly, and the provisions of Clause 9 of the said Indenture shall *mutatis mutandis* extend to and apply to any such re-transfer, and the provisions of Clauses 28 and 31 of the said Indenture shall apply to any re-transfer of all or any part of the Bhatinda-Ferozepore section. In the event of the re-transfer of all or any part or parts of the said Cawnpore-Achnera Railway particulars similar to those mentioned in Clause 28 of the said Indenture of the 24th day of September 1884 shall be entered in the Capital Account of that Railway with this variation that the 1st day of October 1886 shall be substituted in place of the 1st day of January 1885, and the value (to be agreed upon by the Secretary of State and the Company) of any stores re-transferred shall be credited to the Stores Account of that Railway.

Application of Gross Earnings of the Ahmedabad-Prantelj Railway.

9. The sum to be paid over to the Company by the Secretary of State in respect of the Ahmedabad-Prantelj Railway under the provisions of Clause 23 of the said Indenture of the 4th day of June 1896 for every half year during the continuance of this Contract shall be a sum equal (subject to the provision herein-after contained) to the working expenses for such half-year of the said railway to be ascertained as herein-before mentioned less such sums (if any) as the Secretary of State is entitled to retain under Clause 25 of the said Indenture, provided always that such sum is not in any year to exceed 44 per cent. of the gross earnings of the said railway for that year, and Clause 23 of the said Indenture shall be modified accordingly.

Application of Gross Earnings of the Tapti Valley Railway.

10. The sums to be paid over to the Company by the Secretary of State in respect of the Tapti Valley Railway under the provisions of Clause 22 of the said Indenture of the 30th day of October 1896 for every half year during the continuance of this Contract shall be a sum equal (subject to the provisions herein-after contained) to the working expenses for such half-year of the said Railway, to be ascertained as herein-before mentioned, less such sums, if any, as the Secretary of State is entitled to retain under Clause 24 of the said Indenture, provided always that such sum shall not in any year exceed 44 per cent. of the gross earnings of the said railway for that year, and Clause 22 of the said Indenture shall be modified accordingly.

Time for Commencement of Rebate to the Tapti Valley Railway.

11. The date from which the Secretary of State shall be entitled to retain the sums mentioned in Clause 24 of the said Indenture of the 30th day of October 1896 by way of rebate shall be the 30th day of June 1900, and Clause 24 of the said Indenture shall be modified accordingly.

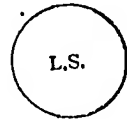
Arbitration Clause.

12. If the Secretary of State and the Company shall fail to agree touching any matter with respect to which their agreement is required by this Contract, or if in any case any dispute, question, or controversy shall at any time arise between the Secretary of State

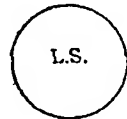
and the Company touching these presents or any clause or thing herein contained, and the construction hereof, or any matter connected with these presents or the operation hereof, or the rights, duties, and liabilities of either party in relation to the premises, then and in every such case the matter as to which the Secretary of State and the Company shall fail to agree, or the matter in difference, as the case may be, shall be referred to arbitration in accordance with the provisions in that behalf contained in the contracts for the time being in force relating to the component section of the Company's railway system in respect of which such matter as aforesaid shall arise, or in the absence of any such provision in the contracts for the time being in force relating to the component section in respect of which any such matter as aforesaid shall arise, or in case any such matter as aforesaid shall arise affecting more than one of such component sections, or in case the Secretary of State and the Company shall fail to agree as to what provision for arbitration is applicable under this Clause to any such matter as aforesaid, then and in every such case such matter as aforesaid, shall be referred to two Arbitrators, one to be appointed by each party, pursuant to and so as with regard to the mode and consequences of the reference, and in all other respects to conform to the provisions in that behalf contained in the Arbitration Act, 1889, or any subsisting statutory modification thereof.

In witness whereof Sir Charles Haukes Todd Crosthwaite, K.C.S.I., and Sir James Braithwaite Peile, K.C.S.I., being two members of the Council of India, have hereunto set their hands and seals and the Bombay, Baroda and Central India Railway Company, have hereunto caused their common seal to be affixed, the day and year first above written.

Signed, sealed, and delivered by the said
two members of the Council of India } C. H. T. CROSTHWAITE,
in the presence of



W. H. TREASURE,
India Office, } J. PEILE.



The common seal of the Bombay, Baroda
and Central India Railway Company }
was hereunto affixed in the presence of

SAM J. WILDE,
R. A. SERGEANT, } Directors.



T. W. WOOD, Secretary,

Stamps.
10s.
and 8 annas.

THIS INDENTURE made the 16th day of January 1902 BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called the Secretary of State) of the one part, and the THE TAPTI VALLEY RAILWAY COMPANY, LIMITED (hereinafter called the Company), of the other part, and supplemental to an Indenture, dated the 28th day of August 1896, and made between the same parties as these presents (which said Indenture is hereinafter called the Principal Contract).

WHEREAS since the execution of the Principal Contract, the Contract set forth in the schedule thereto has been entered into, and has been modified with the consent of the Company by an Indenture, dated the 1st day of February 1901, and made between the Secretary of State of the one part and the Bombay, Baroda, and Central India Railway Company of the other part.

NOW THIS INDENTURE WITNESSETH, and it is hereby agreed and declared as follows:—

1. The Principal Contract shall, as on and from the said 1st day of July 1900, be read and construed as though the Contract set forth in the Schedule thereto were the Contract therein set forth with the modifications introduced therein by the said Indenture of the 1st day of February 1901.

2. During the continuance of the Contract contained in the said Indenture of the 1st day of February 1901, the sum to be retained in each half year by the Secretary of State out of the gross earnings to be derived from the working of the railway to which the

Principal Contract relates, shall be the sum which, under Clause 10 of the said Indenture is to be paid over to the Bombay, Baroda, and Central India Railway Company, and Clause 27 of the Principal Contract shall be modified accordingly.

7. During the continuance of the Contract contained in the said Indenture of the 1st day of February 1901, the words "not to exceed in any year 44 per cent. of the gross earnings of the said railway for the same year," shall be substituted in Clause 27 of the Principal Contract in place of the words "not to exceed in any year 50 per cent. of the gross earnings of the said railway for the same year."

4. The date from which the Company shall be entitled to the allowance by way of rebate in accordance with the provisions of Clause 28 of the Principal Contract, shall be the 30th day of June 1900, and the said Clause of the Principal Contract shall be modified accordingly, and the rebate in the first instance shall be calculated for the six months ending the 31st December 1900.

5. Whereas the Contract for the working of the Rajputana-Malwa Railway by the Bombay, Baroda, and Central India Railway Company, which is referred to in the proviso at the end of Clause 28 of the Principal Contract, would have expired on the 30th day of June 1900, but the said Contract has been extended by the said Indenture of the 1st day of February 1901, now it is agreed that the allowance by way of rebate, provided for by Clause 28 of the Principal Contract, shall as regards the share of the Rajputana-Malwa Railway, continue only so long as the said Contract for the working of the Rajputana-Malwa Railway, so extended as aforesaid, shall continue in force.

6. The Arbitration Clause contained in the Principal Contract shall apply to these presents as though these presents formed part of the Principal Contract.

In witness whereof Sir JAMES BRAITHWAITE PEILE, K.C.S.I., and Sir CHARLES HAUKES TODD CROSTHWAITE, K.C.S.I., being two Members of the Council of India, have hereunto set their hands and seals, and the TAPTI VALLEY RAILWAY COMPANY, LIMITED, have hereunto caused their Common Seal to be affixed the day and year first above written.

Signed, sealed, and delivered by the } J. PEILE.
abovenamed two Members of the }
Council of India in the presence of— } C. H. T. CROSTHWAITE.

L. S.

W. H. TREASURE,
India Office.

L. S.

The Common Seal of the TAPTI
VALLEY RAILWAY COMPANY, LI-
MITED, was hereunto affixed in the
presence of—

JAMSETJI JEJEEBHOY.
GRAHAM R. LYNN.

Seal of the
Tapti Valley
Railway Company,
Limited.

Two of the Directors of the Tapti Valley Railway
Company, Limited.

KILLICK, NIXON & Co., Agents.

Stamp. 10s.

Indian Stamp,
8 annas.

THIS INDENTURE made the 26th day of August 1907 BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called the Secretary of State) of the one part and THE TAPTI VALLEY RAILWAY COMPANY, LIMITED (hereinafter called the Company) of the other part and supplemental to an Indenture dated the 28th day of August 1896, and made between the same parties as these presents (which Indenture is hereinafter called the Principal Contract) and also to an Indenture dated the 16th day of January 1902 and made between the same parties as these presents whereby the terms of the Principal Contract were modified in certain particulars.

WHEREAS the Contract set forth in the Schedule to the Principal Contract as modified by the Indenture dated the 1st day of February 1901 in the said Indenture of the 16th day

of January 1902 referred to and the Contract contained in the said Indenture of the 1st day of February 1901 respectively terminated on the 31st day of December 1905 :

AND WHEREAS under an agreement between the Secretary of State and the Bombay, Baroda and Central India Railway Company the last-named Company is continuing to work the railway to which the Principal Contract relates :

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared as follows :—

1. The Principal Contract as from the 31st day of December 1905 so long as the Railway to which the same Contract relates shall continue to be worked by the Bombay, Baroda and Central India Railway Company shall (until otherwise agreed between the Secretary of State and the Bombay, Baroda and Central India Railway Company) be read and construed as though the Contract set forth in the Schedule thereto were the Contract therein set forth with the modifications introduced therein by the said Indenture of the 1st day of February 1901 and the same Contract as so modified were still in force.

2. So long as the Railway to which the Principal Contract relates shall continue to be worked by the Bombay, Baroda and Central India Railway Company the sum to be retained in each half year by the Secretary of State out of the gross earnings to be derived from the working of the same Railway shall (until otherwise agreed between the Secretary of State and the last-named Company) be the sum which under Clause 10 of the said Indenture of the 1st day of February 1901 is to be paid over to the Bombay, Baroda and Central India Railway Company and Clause 27 of the Principal Contract shall be modified accordingly.

3. So long as the Railway to which the Principal Contract relates shall continue to be worked by the Bombay, Baroda and Central India Railway Company the words "not to exceed in any year 44 per cent. of the gross earnings of the said Railway for the same year" shall (until otherwise agreed between the Secretary of State and the last-named Company) be deemed to be substituted in Clause 27 of the Principal Contract in place of the words "not to exceed in any year 50 per cent. of the gross earnings of the said Railway for the same year."

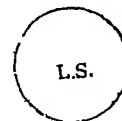
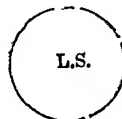
4. The allowance by way of rebate provided for by Clause 28 of the Principal Contract shall as regards the share of the Rajputana-Malwa Railway continue only so long as the Rajputana-Malwa Railway shall continue to be worked by the Bombay, Baroda and Central India Railway Company.

5. The Arbitration clause contained in the Principal Contract shall apply to these presents and to the Principal Contract as by the said Indenture of the 16th day of January 1902 and hereby modified.

In witness whereof Sir JOHN EDGE, Knight, K.C., and Lieutenant-Colonel Sir DAVID WILLIAM KEITH BARR, K.C.S.I., being two Members of the Council of India, have hereunto set their hands and seals, and the Tapti Valley Railway Company, Limited, have hereunto caused their Common Seal to be affixed, the day and year first above written.

Signed, sealed and delivered by the said } JOHN EDGE.
two Members of the Council of India }
in the presence of— } D. W. K. BARR.

W. H. TREASURE,
India Office.



The Common Seal of the Tapti Valley }
Railway Company, Limited, was }
hereunto affixed in the presence of— }



JAMSETJEE JEJEEBHOY,
NARANDAS PURSHOTAMDAS,
Two (2) of the Directors,
Tapti Valley Railway Company, Limited.

Witnesses to the signatures of the Directors :—

T. W. BIRKETT,
H. P. HEBBLETHWAITE,
Assistants, Messrs. Killick, Nixon & Co., Bombay.
KILICK, NIXON & Co., Agents.

THIS INDENTURE made the 10th day of July 1908, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (herein called the Secretary of State) of the one part and THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY (hereinafter called the Company) of the other part.

WHEREAS the Company is under an Indenture dated the 8th day of April 1907, and made between the same parties as these presents, managing and working the Bombay, Baroda and Central India Railway, the Rajputana-Malwa Railway, and certain subsidiary lines including the railways known as the Tapti-Valley Railway and the Ahmedabad-Dholka Railway respectively.

AND WHEREAS by Clause 46 of the said Indenture of the 8th day of April 1907, it is provided that each of the subsidiary lines so long as it shall form part of the undertaking of the Company shall be worked by the Company on the same terms and conditions as are contained in the contracts in that behalf subsisting on or immediately before the 31st day of December 1905, subject to any modifications which may from time to time be made therein with the concurrence of the Secretary of State.

AND WHEREAS the contracts under which the Tapti-Valley Railway was being managed and worked on the 31st day of December 1905, were a contract dated the 30th day of October 1896, and made between the same parties as these presents, and a contract modifying the same, dated the 1st day of February 1901, and made between the same parties.

AND WHEREAS the contracts under which the Ahmedabad-Dholka Railway was being managed and worked on the 31st day of December 1905, were the said contract of the 1st day of February 1901, and a contract dated the 18th day of July 1902, and made between the same parties as these presents.

AND WHEREAS the parties hereto have agreed that the terms and conditions contained in the said contracts subsisting on the 31st day of December 1905, with respect to the Tapti-Valley Railway and the Ahmedabad-Dholka Railway, respectively, shall be modified in manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH, and it is hereby agreed and declared as follows:—

1. For the purposes of Clause 46 of the said Indenture of the 8th day of April 1907, Clause 25 of the said contract of the 30th day of October 1896, and Clause 24 of the said contract of the 18th day of July 1902, shall, as from the 1st day of July 1908, be read and construed as though "45 per cent." were substituted for "10 per cent." in each of the last-mentioned two clauses.

2. If the Ahmedabad-Dholka Railway shall, during the continuance of the contract contained in the said Indenture of the 8th day of April 1907, cease to form part of the undertaking mentioned in the same contract, the Company shall during the continuance of the same contract, if the Secretary of State shall so require, continue to allow the share attributable to the Bombay, Baroda and Central India Railway of the rebate which, under the contracts subsisting on the 31st December 1905, with regard to the Ahmedabad-Dholka Railway as hereby modified, the Secretary of State is entitled to retain in respect of traffic interchanged between such last-mentioned railway and the Bombay, Baroda and Central India Railway and the Rajputana-Malwa Railway, or either of them, and Clause 17 of the said Indenture of the 8th day of April 1907, shall be modified accordingly.

3. The Arbitration Clause contained in the said Indenture of the 8th day of April 1907, shall apply to these presents and to the said Indenture of the 8th day of April 1907, as hereby modified.

In witness whereof Sir PHILIP PERCEVAL HUTCHINS, K.C.S.I., and Sir WALTER ROPER LAWRENCE, Bart., G.C.I.E., being two Members of the Council of India, have hereunto set their hands and seals, and the Bombay, Baroda and Central India Railway Company have hereunto caused their Common Seal to be affixed, the day and year first above written.

Signed, sealed and delivered by the said } PHIL. P. HUTCHINS.
two Members of the Council of India in }
the presence of— } W. R. LAWRENCE.

W. H. TREASURE,
India Office.

The Common Seal of the Bombay, Baroda }
and Central India Railway Company }
was hereunto affixed in the presence }
of— }

R. A. SARGEANT, }
E. C. K. OLLIVANT, } Directors.

W. V. CONSTABLE, Secretary.

Stamps 8 annas
and 10s.

THIS INDENTURE made the 12th day of November 1908, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called the Secretary of State) of the one part, and THE TAPTI VALLEY RAILWAY COMPANY, LIMITED (hereinafter called the Company) of the other part, and supplemental to an Indenture dated the 28th day of August 1896, and made between the same parties as these presents (which Indenture is hereinafter called the Principal Contract), and also to an Indenture dated the 16th day of January 1902, and made between the same parties as these presents, whereby the terms of the Principal Contract were modified in certain particulars, and also to an Indenture dated the 26th day of August 1907, and made between the same parties, whereby the operation of the modifications so made in the terms of the Principal Contract was prolonged.

WHEREAS under the provisions of an Indenture dated the 8th day of April 1907, and made between the Secretary of State of the one part and the Bombay, Baroda and Central India Railway Company of the other part (being the agreement between the Secretary of State and the same Company referred to in the said Indenture of the 26th day of August 1907) the railway referred to in the Principal Contract is still one of the subsidiary lines forming part of the undertaking of the Bombay, Baroda and Central India Railway Company, as defined by the said Indenture of the 8th day of April 1907, and by Clause 46 of the same Indenture it is provided that each of the subsidiary lines forming part of such undertaking shall be worked by the last-named Company on the same terms and conditions as are contained in the contracts in that behalf subsisting on or immediately before the 31st day of December 1905, subject to any modifications which may from time to time be made therein with the concurrence of the Secretary of State.

AND WHEREAS by an Indenture dated the 10th day of July 1908, and made between the Secretary of State of the one part and the Bombay, Baroda and Central India Railway Company of the other part, it has been agreed that for the purposes of Clause 46 of the said Indenture of the 8th day of April 1907, Clause 25 of the Contract of the 30th day of October 1896 (being the contract set forth in the schedule to the Principal Contract) shall as from the 1st day of July 1908 be read and construed as though "45 per cent." were substituted for "10 per cent." in the same clause.

NOW THIS INDENTURE WITNESSETH, and it is hereby agreed and declared as follows :—

1. The Principal Contract as from the 1st day of July 1908 so long as the railway to which the same contract relates shall continue to be worked by the Bombay, Baroda and Central India Railway Company shall (until otherwise agreed between the Secretary of State and the Bombay, Baroda and Central India Railway Company) be read and construed as though the contract set forth in the schedule thereto were the contract therein set forth with the modifications introduced therein by an Indenture of the 1st day of February 1901, made between the Secretary of State of the one part and the Bombay, Baroda and Central India Railway Company of the other part, and the said Indenture of the 10th day of July 1908 and the same contract as so modified were still in force.

2. Clause 28 of the Principal Contract as from the 1st day of July 1908, so long as the railway to which the same contract relates shall continue to be worked by the Bombay, Baroda and Central India Railway Company, shall be read and construed as though "45 per cent." were in the same clause substituted for "10 per cent."

3. All references in any of the Indentures to which these presents are supplemental to the allowance by way of rebate provided for by Clause 28 of the Principal Contract shall as from the 1st day of July 1908 be deemed to apply to the allowance by way of rebate provided for by the same clause as hereby modified.

4. The Arbitration Clause contained in the Principal Contract shall apply to these presents, and to the Principal Contract as by the said Indentures of the 16th day of January 1902 and the 26th day of August 1907, and hereby modified.

IN WITNESS whereof Sir Hugh Shakespear Barnes, K.C.S.I., and Sir William Lee-Warner, K.C.S.I., being two Members of the Council of India, have hereunto set their hands and seals, and the Tapti Valley Railway Company, Limited, have hereunto caused their Common Seal to be affixed, the day and year first above written.

Signed, sealed, and delivered by the said
two Members of the Council of India }
in the presence of—

H. S. BARNES.

W. LEE-WARNER.

L.S.

L.S.

W. H. TREASURE,
India Office.

The Common Seal of the Tapti Valley
Railway Company, Limited, was
hereunto affixed in the presence of—



JAMSETJEE JEJEEBHAY,
PRANJIVANDAS NARANDAS,
Two of the Directors of the
Tapti Valley Railway Company, Limited.

Witnesses to the signatures of the Directors:—

T. W. BIRKETT,
KALABHAI DULABHRAM,
KILICK, NIXON & Co., Agents.

THIS INDENTURE is made the 30th day of June 1916, BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called "the Secretary of State") of the 1st part. THE TAPTI VALLEY RAILWAY COMPANY, LIMITED (hereinafter called "the Company") of the 2nd part and THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY (hereinafter called "the Working Agency") of the 3rd part.

WHEREAS this Indenture is intended to be supplemental to the following Indenture, *viz.*, (i) an Indenture (hereinafter called the Principal Contract), dated the 28th day of August 1896 made between the Secretary of State of the one part and the Company of the other part being an Agreement for the construction and the working maintenance and management by the Secretary of State of the Railway to which the Principal Indenture relates either through State Agency or through some other Agency to be selected by him, (ii) an Indenture (hereinafter called "the Scheduled Contract"), dated 30th day of October 1896, and made between the Secretary of State and the Working Agency in the form set forth in the Schedule to the Principal Contract being an Agreement for the working of the said Railway by the said Working Agency as modified by two Indentures between the same parties made the 1st day of February 1901 and the 10th day of July 1908, (iii), (iv) and (v) Indentures dated respectively the 16th day of January 1902, the 26th day of August 1907 and the 12th day of November 1908 made between the Secretary of State of the one part and the Company of the other part being themselves supplemental to the Principal Contract and providing for certain modifications therein and also for the continuance of the working of the Railway by the Working Agency.

AND WHEREAS it is desired to alter and modify in manner hereinafter appearing the terms of the Principal Contract and the Scheduled Contract and the said recited supplemental Indentures as regards the dates at which a year and a half-year shall be deemed to begin and to end for the purposes of the yearly and half-yearly accounts and payments of the said Railway.

NOW THIS INDENTURE WITNESSETH that it is hereby mutually agreed and declared between and by the parties hereto as follows:—

- (1) As from the 1st day of April 1913 all yearly and half-yearly accounts relating to the said Railway to be made up under any of the provisions of the Principal Contract or the Scheduled Contract or the said supplemental Indentures shall be made up to the 30th day of September or the 31st day of March (as the case may be) in every calendar year upon the basis that for the purposes of such accounts each year shall be deemed to commence on the 1st day of April and to end on the 31st day of March following so as to correspond with the Government financial year in lieu of the calendar year, and the first half-year shall be deemed to commence on the 1st day of April and to end on the 30th day of September following and the second half-year to commence on the 1st day of October and to end on the 31st day of March following.
- (2) As from the said 1st day of April 1913, Clause 28 of the Principal Contract shall be read and construed as if the words "the end of each financial year" had been substituted for "the end of each calendar year" therein and all references in such clause to the said year shall be deemed to mean the financial year as stated in Clause 1 of these presents and the first half of each year in the said Clause 28 mentioned shall be the half-year from the 1st day of April to the 30th day of September.



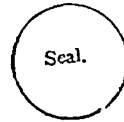
- (3) All references to a year or a half-year in any clauses of the said Principal Contract, the said Scheduled Contract and the said recited supplemental Indentures relating to yearly or half-yearly accounts calculations or payments in connection with the said Railway shall be construed as referring to the financial year or half-years (as the case may be) hereinbefore mentioned.

IN WITNESS whereof Thomas Ryan, Secretary to the Railway Board, acting in the premises for and on behalf of the Secretary of State for India in Council has hereunto set his hand, and the Tapti Valley Railway Company, Limited, and the Bombay, Baroda and Central India Railway Company, respectively, have hereunto caused their common seal to be affixed, the day and year first above written.

Signed and delivered by the above named THOMAS }
 RYAN in the presence of—
 SATYENDRA NATH SEN, Stenographer, Railway Board.

T. RYAN.

The common seal of the Tapti Valley Railway }
 Company, Limited, was hereunto affixed in the presence }
 of—
 Kilabhai Dulabhram,
 Jamsetjee Jeejeebhoy,
 Killick, Nixon & Co., Agents.



The common seal of the Bombay, Baroda and }
 Central India Railway Company was hereunto affixed in }
 the presence of—



W. V. CONSTABLE,
Director.

C. A. R. CROMMELIN,
Secretary.

THIS INDENTURE made the 13th day of March 1896, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA of the one part, and THE AHMEDABAD-PRANTEJ RAILWAY COMPANY, LIMITED, of the other part

WITNESSETH, and it is hereby agreed and declared as follows :—

Interpretation of Terms.

1. In this Contract—

The expression “the Secretary of State” means the Secretary of State in Council of India.

The expression “the Company” means the company party to these presents.

The expression “the said railway” means and includes the railway mentioned in the third clause of this Contract, together with all the appurtenances thereof.

The expression “the working agency” means any State agency or other agency by which the said railway may for the time being, be worked on behalf of the Secretary of State under the provision in that behalf hereinafter contained.

The expression “gross earnings” means and includes the gross earnings to be derived from the working of the said railway, and also the rents of any buildings belonging to the said railway and occupied by servants of the said railway or of the working agency which may be charged to the occupiers of such buildings under the rules in relation thereto for the time being in force on the railway of the working agency, and tolls on bridges, and other sources of income which are treated as revenue on Indian railways generally, but does not include book entries for the carriage of stores to be used in the maintenance, or working of the said railway, or for services rendered and work done in relation thereto respectively, and for which no cash payment is made, nor any sum allowed by way of rebate under clause 28 hereof.

The expressions “net earnings” and “net receipts” have the meanings attributed to them respectively in clauses 27 and 28 hereof.

*NOTE—The “gross earnings” to include rents for postal accommodation referred to in clause 14 of the Contract dated 24th November 1910, between the Secretary of State and the Ahmedabad-Prantej Railway Company, Limited, *vide* clause 4 of the same Contract.

The expression “months” means calendar months.

Duration of Contract.

2. This Contract shall continue in force until it shall be determined under any provision hereinafter contained in that behalf.

Construction of Railway.

3. The Company shall, in the manner hereinafter provided, supply to the Secretary of State the funds required to enable him to construct, complete, and make ready and fit for opening for public traffic throughout, on a route to be selected and determined by the Secretary of State, a railway from outside the eastern fence of the Bombay, Baroda, and Central India Railway Station at Ahmedabad to Prantej, and, if the proviso to this clause is acted upon, extending thence to Ahmednagar and (if the Udaipore State shall consent thereto) to Udaipore, with all such stations, station-yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employes, fixed machinery tools and plant, office furniture and equipment, conveniences, and works as shall be necessary or proper for the purposes of the said railway, either as regards the due working of the same, or as regards the permanence of the same, and the protection of the same from destruction or injury by inundation, tempest, or otherwise. Provided always, that the Company may at any time give notice in writing to the Secretary of State of their desire that the said railway should be extended to Ahmednagar or Udaipore, or to both those places, subject as regards Udaipore to such consent as aforesaid, and after the receipt of such notice, and

if the Company shall supply to the Secretary of State in manner to be directed by him the funds necessary for such extension, the extension referred to in such notice shall be deemed to be part of the said railway. But the Secretary of State may at any time give notice in writing to the Company calling upon it to make its election for or against such extension, and if the Company shall not within 12 months after the receipt of such notice give notice in writing to the Secretary of State of their desire to make such extension, it shall be deemed to have elected not to make it, and it shall thereafter have no claim to make it.

4. The Secretary of State shall from time to time provide free of cost to the Company the land in British territory which he shall consider requisite for the construction of the said railway and for the stations, station-yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employes, conveniences, and work necessary or proper for the purposes of the said railway, as well as for quarrying, ballast, brickfields, and kindred purposes, and shall allow the Company, or the working agency for the time being, to have possession during the continuance of this Contract of the land so provided. The Company shall from time to time, with the sanction of the Secretary of State, as soon as practicable, relinquish to the Secretary of State such of the land of which the Company shall have been allowed possession under this Contract as shall for the time being have become unnecessary to be retained by the company for any of the purposes of this Contract. And as often as in the opinion of the Secretary of State it shall appear to be unnecessary that the Company shall retain possession of any particular land of which the Company shall have been allowed possession under this Contract, the Secretary of State shall certify such his opinion to the Company. Upon receipt of such certificate, or so soon thereafter as may be, the Company shall state in writing whether it acquiesces in the opinion of the Secretary of State or whether it objects thereto, and if so the grounds of its objection. If no objection is stated by the Company, or if the grounds of its objection (if any) are not in the opinion of the Secretary of State sufficient, the Company shall, upon the requisition of the Secretary of State, forthwith relinquish to him the land in question.

5. The Secretary of State will use his influence to acquire for the Company from any native State, through whose territories the said railway shall be carried, similar grants of land in their respective territories which the Secretary of State shall consider necessary or proper for the purposes of the said railway or any extension thereof; and the provisions of the preceding clause shall as far as possible extend to any land so granted.

6. The said railway shall be a single line of the metre gauge, and shall, as regards permanent way, station accommodation, and general structural character, be equal in all respects to the standard of the Rajputana-Malwa Railway, except that the steel rails need not exceed $41\frac{1}{4}$ lbs. to the yard, so that it may be worked by the rolling stock in use on that railway, and so that it shall not require special or undue maintenance. Surveys, designs, specifications, and estimates in relation to the construction or execution of the said railway and stations, and other works shall, so far as the same shall be required by the Secretary of State, be furnished by the Company to the Secretary of State and shall be subject to his approval.

Provided always, that the Company shall have free access to all surveys, plans, estimates, or information prepared or obtained by the Secretary of State for facilitating the construction of the said railway, but the Secretary of State will accept no responsibility for the accuracy of any such surveys, plans, estimates, or information.

7. For the more convenient and economical construction of the said railway, the execution thereof will be undertaken by the Secretary of State, through such agency as he shall appoint, but at the entire cost and risk of the Company, and so that under no circumstances shall any charge be placed on him by reason of this arrangement, directly or indirectly. The work shall be carried out in accordance with designs and specifications to be approved by the Secretary of State, and under the inspection and supervision of engineers to be appointed or approved by him for that purpose in India. The Company shall forthwith from time to time, and as required by the Secretary of State, supply him in India, under clause 29 hereof, with the funds necessary for carrying out the works, as



well for the cost of materials and labour, as for such remuneration (if any) as the Secretary of State may sanction to the officers and servants of the agency exclusively employed in or about the said construction, and other charges of whatever description.

To meet the expense of supervision, an amount equal to four per cent. on the capital outlay on the construction of the said railway and works, exclusive of the prime cost, freight and insurance, and railway carriage of the permanent way and sleepers for the said railway, shall be paid by the Company to the Secretary of State. The Company shall also pay a commission of $2\frac{1}{2}$ per cent. on all stores purchased for the said railway and works in England or India by the Secretary of State or the working agency; but if the arrangements for shipping stores purchased in England shall be entrusted to any agency other than the working agency by arrangement with the Secretary of State or the working agency, the Secretary of State or the working agency shall pay to such other agency the balance of such commission which shall remain after deducting actual disbursements made in connection with the preparation of specifications for and the supply, inspection, and approval of such stores.

8. All the expenditure by the Secretary of State on account of the construction of the said railway, or in connection therewith, as approved and sanctioned by the Secretary of State and certified under his authority, shall be accepted by the Company as conclusive, and shall not be liable to question in any particular.

9. The Company shall from time to time furnish the Secretary of State with full particulars of all expenditure incurred by them on account of the said railway under this Contract, and any other information that he may require in respect of transactions relating to the said railway.

10. The Secretary of State shall from time to time furnish or cause to be furnished to the Company statements of the sums required from time to time by him or the working agency, and also complete accounts of the expenditure for the construction of the said railway incurred by him on behalf of the Company, together with suitable reports as to the progress and condition of the works.

11. The works, buildings, sidings, and conveniences from time to time required within the boundaries of the Bombay, Baroda and Central India Railway for the purpose of effecting a junction between the said railway and the Rajputana-Malwa Railway at Ahmedabad Station, as approved by the Secretary of State, shall be provided by or under the direction of the Secretary of State and free of cost to the Company. No charge of toll shall be made or levied upon or from the said railway or any persons or company working the same in respect of the use of the land, lines, platforms, buildings, or other conveniences at the said station in excess of the sum to be retained from the gross earnings of the said railway under clause 27 of these presents.

12. The Secretary of State shall from time to time notify to the Company the route of the said railway so far as such route shall from time to time have been determined by him.

13. The Secretary of State shall have power to determine the situation and dimensions of all stations, station-yards, offices, warehouses, houses for employes, conveniences, and works to be constructed in connection with or as part of the said railway.

14. The Secretary of State will make such arrangements with the railway administrations concerned that the rates to be charged to the Company or the Secretary of State for the carriage over the Rajputana-Malwa Railway, and over the Bombay, Baroda and Central India Railway, of all materials, plant, and stores required for the construction of the said railway and the works connected therewith, shall be the same as are charged on those lines respectively for materials, plant, and stores used for similar purposes on those railways.

15. The Secretary of State will provide and maintain such a force of police as, with the approval of the Secretary of State, shall from time to time be required for the protection of so much of the said railway as shall for the time being be under construction. The cost of providing and maintaining such police shall be taken to be as from time to time stated by the Secretary of State, and shall be paid from time to time from the capital funds of the Company to the Secretary of State on demand.

16. The Secretary of State may from time to time construct at his own cost such electric telegraph and telegraphic appliances as he shall think fit along or upon the said railway, or any part or parts thereof, or any land or works belonging thereto, and may maintain and work the same electric telegraphs and telegraphic appliances as he shall think fit, and may erect, maintain, make, do, and execute on the said railway, or on any lands or works belonging thereto all such buildings, machinery, works, acts, and things as he shall consider necessary or proper in relation to the construction, maintenance, use, and working of the said electric telegraphs and telegraphic appliances. The Secretary of State shall be exclusively entitled to the possession of all buildings, machinery, works, and appliances erected or brought by him under the powers conferred on him by this clause on the said railway, or on any land or works belonging thereto.

Opening of the Railway.

17. From time to time, when and so often as an Inspecting Officer acting on behalf of the Secretary of State shall have certified that the whole or any part of the said railway has been constructed in accordance with the provisions herein contained, and is ready and fit for the conveyance of passengers and goods, there shall be prepared by some person duly empowered by the Company in that behalf, and at the expense of the Company, a specification of such whole or part as aforesaid of the said railway, describing the nature and quality of the works, and setting out fully the general details of the construction of the same as regards earthworks, bridges, ballast, permanent-way, stations, buildings and all other matters and things of a permanent character, so as to show in every particular the standard up to which the works have been constructed, together with plans and working drawings of the same; and also an account showing the amount of capital moneys expended thereon. Such specification, plans, working drawings, and account, hereinafter called documents, when approved by the Secretary of State shall be signed by the (Consulting Engineer of the Government of India) "Senior Government Inspector of Railways, Bombay" † or other officer or officers duly authorised in that behalf to act on behalf of the Secretary of State, and by the Agent of the Company or other officer duly empowered to act on behalf of the Company, and shall be retained by the Secretary of State. The said specification, plans, and account shall from time to time be revised and completed up to date as occasion shall require.

18. As soon as may be after the said documents have been so approved and signed as aforesaid, such part of the said railway as the said specification, plans, and account respectively refer to shall be opened for public traffic, and may be worked in the manner hereinafter mentioned.

Maintenance and Working.

19. The Secretary of State shall thenceforth, until the determination of this Contract, work and maintain the said railway or such part thereof as shall for the time being have been so opened, and shall provide and maintain all necessary rolling stock through State agency or through another agency to be selected by him in that behalf, on the terms and subject to the provisions hereinafter expressed.

20. The Secretary of State shall have full power to enter into any contract or agreement with any working agency for the working, maintenance, and management of the said railway during the period aforesaid or during any part thereof, or may carry out the same through State agency. Any such contract or agreement may be to the purport and effect of the contract or agreement set forth in the schedule hereto, with such additions, variations, or modifications (if any), subject always to the provisions of these presents, as the Secretary of State shall from time to time deem to be necessary or desirable. If and so long as the Secretary of State shall work the said railway or any part thereof through State agency the provisions set forth in the said contract, so far as applicable and as the circumstances of the case will permit, and with such additions, variations, and modifications, subject as aforesaid, as the Secretary of State shall deem to be necessary or desirable, shall be observed by the State agency.

21. All the business connected with the management and maintenance of the said railway and conducting the traffic thereon, including police and telegraphs and telegraphic appliances, shall in all respects, as far as practicable, be carried

* Superseded, *vide* paragraph 6 of contract dated 24th November 1910 between the Secretary of State and Ahmedabad-Prantelj Railway Company, Limited.

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on in the same manner and subject to the same regulations and control by the Secretary of State as the like business on the Rajputana-Malwa Railway, and the Company shall not interfere or be concerned with such business.

22. The rates and fares for the carriage of goods and passengers over the said railway or any portion thereof, shall be such as may from time to time be arranged between the Secretary of State and the working agency, and the classification of goods thereon, shall be in conformity with that from time to time in force on the Rajputana-Malwa Railway; provided that the rates, fares, and terminals, if any, shall be within the maximum and minimum rates, fares, and terminals, if any, for the time being in force on the Rajputana-Malwa Railway.

23. If the Company shall, with the approval of the Secretary of State, provide on any of the bridges forming part of the said railway, roadways for foot passengers, cattle, or carts or other vehicles, the working agency shall be at liberty to charge tolls on the traffic over such roadways according to tariffs to be settled by the Secretary of State.

24. The Company shall, during such time as the said railway on any part thereof shall be worked by the Secretary of State or through any such agency as aforesaid, be liable to provide funds for making good all damage to the said railway and works which shall be due to extraordinary casualty affecting the same, of such a nature that, in accordance with the customary practice on Indian railways the cost of making good such damage would be made a charge against capital. Provided that if in any case the Secretary of State and the Company shall not agree as to the liability of the Company under this clause, the Secretary of State will cause the matter in question to be referred to arbitration in accordance with clause 55 hereof, and so far as it shall be decided on such arbitration that any charge should be excluded from working expenses it shall be borne by the Company and be charged to the capital account of the said railway, and such decision shall be binding on the Company.

Alterations, Improvements and Additions.

25. The Secretary of State may from time to time give notice in writing to the Company, and to the working agency on behalf of the Company, of any reasonable alteration, improvement, or addition which may, in his opinion, be required to be made in or to any part of the said railway or any of the stations or works belonging thereto, either for the protection and security of the works and stations, the safety of passengers or of the public, or for meeting the development of traffic on or for the effectual working of the said railway or otherwise, and which is estimated to cost more than Rs. 1,000. Such notice shall specify the alteration, improvement, or addition required, and shall also in general terms describe the works to be executed for the purpose of effecting the same, and state approximately what such works are expected to cost. The Secretary of State shall provide, free of cost to the Company, any land that may be requisite for the purpose of the said works. Any land provided under the provisions of this section shall, as between the Secretary of State and the Company, be subject as nearly as may be to the stipulations and provisions to which it would have been subject under this Contract if it had been land provided by the Secretary of State for the original construction of the said railway, or of works necessary or proper for the purposes thereof, and the said works when executed shall be deemed to be works belonging to the said railway, and the Company and the Secretary of State shall, subject to the provisions hereinafter contained respectively be in the like relative positions in respect to the approval of the designs and construction of such works and the supply of funds to the Secretary of State as required by him for such construction as they respectively would have been in if the said works had been part of the original works belonging to the said railway. If on receiving any notice under this clause the Company shall fail or neglect to supply under this clause 29 hereof the funds as required for any such works for which under this clause they are liable to make provision, the Secretary of State shall be at liberty by himself or through the working agency to provide all or any of the moneys required for the said works and to expend the same in the execution of such works, and the Company shall from time to time on demand pay to the Secretary of State, or into such Government

Treasury in India as he shall from time to time appoint for the purpose, a sum equal to the amount which the Secretary of State shall from time to time have expended in manner aforesaid as stated by him. Provided always, that in case the Company shall object to the reasonableness of any work, estimated to cost more than Rs. 10,000, required by the Secretary of State to be done under the provisions of this clause for meeting the development of traffic, or for any reason other than the safety of passengers or of the public, or the effectual working of the railway in the manner above provided, and the Secretary of State shall not withdraw his notice to do the work, the matter in difference shall be referred to arbitration under the proviso for arbitration hereinafter contained, and the Company shall not be bound to provide the funds therefore until an award on such reference is made upholding the reasonableness of the requirement of the Secretary of State. The cost of such reference shall be borne in such manner as the arbitrators shall award, and if and so far as such cost shall be directed to be borne by the Company, the same shall be a charge against the capital of the Company.

26. The cost of works the execution of which shall be required under the preceding clause and shall be carried out by the working agency on behalf of the Company shall be dealt with as follows :—

(a) All such works costing more than Rs. 1,000 shall be charged to the capital account of the Company.

(b) Petty works costing not more than Rs. 1,000 each shall be charged to revenue, and shall be met from the sum allowed to the working agency for the maintenance and working of the said railway. Provided always, that if for any half year the aggregate expenditure on petty works thereon shall exceed 20 rupees per mile open, such excess shall be charged to the capital account of the said railway, and shall be met by the Company.

Application of Gross Earnings.

27. Out of the gross earnings to be derived from working the said railway, or any part thereof, the Secretary of State shall in each half year retain such a percentage as is in the 23rd clause of the contract or agreement set forth in the schedule hereto provided to be paid over to the working agency therein referred to; or (if such contract shall not be entered into or shall be determined before the expiration or determination of this Contract), such a percentage as may be provided in any other Contract or agreement which may be entered into under the 20th section of this Contract; or (if the said railway shall be worked and maintained through State agency) such a percentage as the Secretary of State shall consider just or reasonable, but such percentage not in any case to exceed for any half year such a percentage of the gross earnings for that half year as shall be equivalent to the percentage of the working expenses in relation to gross earnings of the Rajputana-Malwa Railway for the same half year, and not to exceed in any year 50* per cent. of the gross earnings of the said railway for the same year; which percentage so retained shall be in full satisfaction and remuneration for the use of all necessary rolling stock and machinery (other than fixed machinery, and for working, managing, and fully and efficiently maintaining, renewing, and upholding the said railway and railway stations, station yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employes, fixed machinery, tools and plant, office furniture and equipment, conveniences, and works, and the remainder of such gross earnings for each half year shall be the net earnings of the Company for the said half year, and shall be paid by the Secretary of State to the Company, less any sum which may have been advanced by the Secretary of State in anticipation of the declaration of a dividend and on account thereof.

* NOTE.—With effect from 1st July 1900 this percentage will be 44 per cent., vide clause 10 of the contract dated 1st February 1901 (printed along with T. V. Railway Contract) between the Secretary of State and the B. B. & C. I. Railway Company and also clause 3 of the contracts dated 29th January 1902 and dated 17th September 1907 respectively between the Secretary of State and the Ahmedabad-Prantij Railway Company, Limited.

Provided always, that the Secretary of State shall be at liberty to apply any moneys payable to the Company under this clause to any of the purposes for which the Company are under this Contract bound to provide the funds, in case

there shall be no capital money in the Government Treasury at the time available, and also to deduct from any such moneys all moneys (if any) which shall for the time being be owing to the Secretary of State by the Company under this Contract, and which the Company ought to have paid, but shall have failed to pay into any Government Treasury in India. All moneys so retained and applied or deducted to be afterwards recouped to the Company out of capital as soon as the same can be raised.

Rebate.

* 28. The Secretary of State shall allow to the Company, in respect of and at the end of each calendar year commencing at the close of the period during which interest shall be payable out of capital under clause 34 hereof, by way of rebate, such a sum not exceeding in any year 10 per cent. of the combined shares attributable to the Bombay, Baroda and Central India Railway and the Rajputana-Malwa Railway, of the gross earnings from traffic, except stores, interchanged between the said last-mentioned railways, or either of them, and the said railway, as shall, together with the net earnings of the Company for the said year, make up an amount equal to interest for the year at a rate of 4 per cent. per annum on the actual expenditure charged in the capital account, and shall also allow the sum of Rs. 5,000 for each year for or towards the office expenses and the expenses of management of the Company, and shall also pay all such legal expenses as may be properly incurred by the Company and approved by the Secretary of State or the Government of India and as are debitable to revenue. The payments under this clause shall be calculated at the close of each year, but payments on account and subject to adjustment may be made at the close of the first half of each year. The Company's net earnings for each year, together with such rebate as aforesaid for such year, and the said annual sum of Rs. 5,000, and the other moneys payable to the Company under this clause, shall constitute the Company's net receipts for such year.

NOTE.—After the opening of the Idar-Brahmahed Extension the above clause 28 is to be read as modified by clause 8 of the contract, dated 24th November 1910, between the Secretary of State and the Ahmedabad-Prantaj Railway Company as under :—For “4 per cent.” in line 9 read “5 per cent.” and for “Rs. 5,000” in lines 11 and 18 read “Rs. 6,000.”

Capital Expenditure.

29. The Company shall, within such period and by such instalments as the Secretary of State shall prescribe, pay into such Treasury in India as the Secretary of State shall prescribe an aggregate sum of 20 lakhs of rupees, or such less sum as the Secretary of State shall think sufficient, deducting therefrom the amount payable to the promoters for their commission and legal and other expenses, and also all other expenses referred to in clause 33, to be raised in shares or stock, or by the issue of debentures or debenture stock as the original capital of the Company. The aggregate of the amounts payable respectively on application and allotment of the aforesaid sum of 20 lakhs of rupees, or such less sum as aforesaid, shall be at the rate of Rs. 100 per share of Rs. 500 and shall constitute the first of the said instalments.

30. All moneys which the agency to be appointed by the Secretary of State for the construction of the said railway or the Company shall, to the satisfaction of the Secretary of State, require to defray expenditure on behalf of the Company under this Contract, not exceeding in the aggregate the amount paid to the Secretary of State under clause 29, shall be supplied to the said agency or the Company by the Secretary of State in India, according to such arrangements as shall from time to time be made between the Secretary of State and the said agency.

31. Whenever the expenditure on account of the said railway, properly chargeable to capital, shall exceed the said sum of 20 lakhs of rupees, and further moneys shall be required for the like expenditure or for the extensions referred to in clause 3, the Secretary of State may require the Company to raise such additional amount as shall be deemed by him necessary for the construction of the

* NOTE.—As from the 1st day of April 1913 this clause shall be read and construed as if the words “the end of each financial year” had been substituted for “the end of each calendar year” therein and all references in this clause to the said year shall be deemed to mean the financial year and the first half of each year shall be the half year from the 1st day of April to the 30th day of September, vide paragraph 2 of Supplement Contract dated 30th June 1916 between the Secretary of State, Ahmedabad-Prantaj Railway Company and the Bombay Baroda and Central India Railway Company.

extensions to Ahmednagar or, subject to such consent as aforesaid, Udaipore under clause 3, or of such additional works as may be required under the provisions of clause 25 of this Contract.

32. Except as herein provided, no capital expenditure by the Company shall be allowed as between the Secretary of State and the Company unless the prior sanction of the Secretary of State shall have been obtained thereto.

33. The Company shall pay, as the Secretary of State shall require, such amount as shall be approved by the Secretary of State on account of the cost of all preliminary surveys and estimates, and other expenses undertaken on behalf of the Company for the purposes of the said railway, before the date of the opening of the same for traffic throughout, inclusive of the cost of and incidental to the formation and registration of the Company, and may charge the same as capital expenditure of the said railway.

34. The Company (so far as authorised so to do by its constitution, and subject to the law for the time being in force in British India) may during a period which shall extend to the close of the half year next after the half year during which the said railway shall be actually completed and opened for traffic, pay out of capital any sums by way of interest on the amounts from time to time *bonâ fide* paid up on the issued share capital of the Company, not amounting, together with the net receipts of the Company for the period in respect of which such interest is paid, to more than 4 per cent. per annum on the sums in respect of which the interest is paid; and may also during the period aforesaid pay out of capital the sum of Rs. 5,000 per annum towards the office expenses and expenses of management of the Company. The moneys paid out of capital under this clause may be charged to capital account as part of the original cost of construction.

NOTE.—This clause 34 as modified by clause 11 of the contract dated 24th November 1910 between the Secretary of State and the Ahmedabad-Prantaj Railway Company will apply to the Idar-Brahmaked extension, viz., Rs. 1,000 per annum, being part of the sum of Rs. 6,000 per annum referred to in clause 28 above as modified by clause 88 of the contract dated 24th November 1910.

Restriction on raising of new Capital.

35. The Company shall not, during the continuance of this Contract, without the sanction in writing of the Secretary of State and of the working agency respectively, first obtained, at any time increase its share or stock capital, or borrow any moneys; but this stipulation shall not necessitate the sanction of the Secretary of State or of the working agency to the borrowing of money by the Company at a reasonable rate of interest for *bonâ fide* temporary purposes.

Accounts.

*36. The Secretary of State shall keep or require to be kept in rupee currency in India a distinct and separate account of the gross earnings derived by him or by the working agency from the working of the said railway, or of such part or parts thereof as shall for the time being be open for public traffic. Such account shall be made up half-yearly to the (30th day of June†) 30th day of September,‡ and the (31st day of December†) 31st day of March ‡ in each year, and a summary thereof shall be rendered to the Company in India. The Secretary of State shall also within a reasonable time furnish to the Company a return of the approximate gross earnings for each week.

*37. The Secretary of State shall keep or cause to be kept in India all such subsidiary accounts and vouchers as shall be proper and sufficient for the preparation and verification of the account aforesaid; and the said accounts and vouchers shall be open at all reasonable times to inspection and transcription by some person or persons to be authorised by the Company in that behalf and approved by the Secretary of State and at the expense of the Company. The Secretary of State shall afford or cause to be afforded to such person or persons all proper and sufficient facilities for such inspection and transcription, and shall on the reasonable requirement of the Company and at the expense of the Company (provided such requirement be notified in writing to the Secretary of State

* NOTE.—After the opening of the Idar-Brahmaked Extension the accounts of the extension will be amalgamated with those of the Ahmedabad-Prantaj Railway and clauses 36 to 43 shall apply to them, vide clause 12 of the contract dated 24th November 1910 between the Secretary of State and the Ahmedabad-Prantaj Railway Company.

† NOTE.—Superseded with effect from 1st April 1913 vide paragraph 1 of supplemental contract dated 30th June 1916 between the Secretary of State, Ahmedabad-Prantaj Railway and Bombay Baroda and Central India Railway Company.

‡ NOTE.—Substituted

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within 30 days after the receipt by the Company of the summary aforesaid for any half year) duly verify or cause to be verified the accounts for such half year. If after such verification the Company shall require any alteration to be made in any such account or summary, and if the Secretary of State shall not consent to the proposed alteration, the matter in difference shall be referred to arbitration under the proviso for arbitration hereinafter contained.

*38. Every summary of account with respect to which, or to the accounts on which it is based, no such written requirement of verification as aforesaid shall have been delivered to the Secretary of State within the 30 days after the receipt by the Company of the said summary aforesaid, shall be deemed to be conclusively settled between and shall be binding upon the parties, except that if and whenever any error shall be discovered in any such summary or account, such error shall be rectified and allowed for in the account for the half year in which the error shall be discovered or for any subsequent half year.

* 39. The Secretary of State shall keep or cause to be kept an account between the Secretary of State and the Company in rupee currency, in which from time to time shall be entered—

- (a) *To the Credit of the Company*, all sums paid by the Company to the Secretary of State under clause 29 hereof, and all receipts of the Secretary of State arising from the sale of stores or other property originally paid for from capital or otherwise properly attributable to capital in accordance with the usage of Indian railways or this Contract.
- (b) *To the Debit of the Company*, all expenditure incurred by the Secretary of State properly chargeable to capital under the provisions herein contained, and all sums becoming payable to the Secretary of State under the said provisions and from time to time remaining unpaid.

And if at the end of any half year there shall be a balance to the debit of the Company on the said account, and such balance be not paid to the Secretary of State on or within a month after his demand, the Company shall pay to the Secretary of State interest on the amount so remaining unpaid at the rate of 6 per cent. per annum from the date of balancing such half-yearly account, and the Secretary of State may deduct all such interest from any sums becoming payable to the Company under the provisions of this Contract.

* 40. The Secretary of State shall keep or cause to be kept as between the Secretary of State and the Company, in rupee currency, an account of the expenditure and receipts in reference to the said railway, attributable to capital (hereinafter referred to as "the Capital Account"), in which shall from time to time be entered—

- To the Debit of the Account.*—(a) All such expenditure of the Secretary of State or of the agency to be appointed by him as aforesaid on account of the said railway as stated by the Secretary of State as shall be chargeable to capital.
- (b) All such expenditure on the said account, including payment of interest on capital under clause 34, sums paid for office expenses and expenses of management of the Company, and other sums properly chargeable to capital under the provisions of this Contract, as shall have been respectively approved by the Secretary of State.

To the Credit of the Account.—All sums received by the Secretary of State from the sale of stores or other property originally paid for from capital or otherwise properly attributable to capital in accordance with the usage of Indian railways or this Contract, which sums have been entered in the account described in clause 39.

* 41. In connection with the said Capital Account there shall be kept by the Secretary of State or the working agency all such subsidiary accounts in the form required by the Secretary of State as are from time to time kept by the

* NOTE.—After the opening of the Idar-Brahmahed Extension the accounts of the extension will be amalgamated with those of the Ahmedabad-Prantel Railway and clauses 36 to 43 shall apply to them. Vide clause 12 of this contract, dated 24th November 1910, between the Secretary of State and the Ahmedabad-Prantel Railway Company.

[NOTE.—As from 1st April 1913 substitute "financial year or half-year" for "year or half-year" (as the case may be) in clauses 27, 37, 38 and 39, vide paragraph 3 of supplemental contract, dated 30th June 1916 between the Secretary of State, Ahmedabad-Prantel Railway and Bombay Baroda and Central India Railway Company.]

Indian railway companies working railways under the supervision of the Secretary of State.

* 42. In any case where any question may or might arise as to whether any expenditure in connection with the said railway is to be treated in the whole or in part as a charge on capital or how the same is to be dealt with, the question shall be determined on the general principle that capital, besides bearing the cost of the original construction and completion of the said railway and the stations, station-yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employes, fixed machinery, conveniences, and works belonging thereto, and of the original equipment of the said railway and its appurtenances with plant and fixed machinery, is to bear the cost of new works, of additional plant and fixed machinery, and of substantial improvements of and additions to old works, plant, and fixed machinery provided in pursuance of any requirement by the Secretary of State under the 25th clause of this Contract, and not being petty works within the meaning of the 26th clause of this Contract, and shall be debited with all moneys expended by way of making good any damages pursuant to the 24th clause of this Contract, and that the cost of repairs, restorations, renewals, and replacements, and of petty works within the meaning of the 26th clause of this Contract, is to be met by the working agency.

Audit.

* 43. The accounts of the Company in relation to its expenditure and receipts, and of the expenditure of the Secretary of State or of the agency to be appointed by him as aforesaid on account of the Company, whether in India, England, and elsewhere, on capital, shall from time to time be audited on behalf of the Secretary of State (if he shall so require) as well as on behalf of the Company, and the Company shall produce to the auditors or auditor all vouchers, books, accounts, papers, and documents of the Company necessary for the purpose of audit, and afford to them or him all facilities requisite for the performance of their or his duties. Any correction made in the accounts by any person or persons who shall be acting as joint auditors or joint auditor on behalf both of the Company and of the Secretary of State shall be conclusive. If consequent on the audit of any auditor acting exclusively on behalf of the Secretary of State, the Secretary of State shall require alterations to be made in the accounts, and the Company shall object to the alterations, the matter in difference shall be referred to arbitration under the proviso for arbitration hereinafter contained. The necessary costs of the audit (other than the costs of such arbitration), and such of the costs of such arbitration as the arbitrators shall direct to be borne by the Company, shall be defrayed by the Company, and included in the Capital Account.

Miscellaneous.

44. In any case not herein expressly provided for, the Company shall indemnify the Secretary of State against any pecuniary liability which he may incur in respect of the construction, extension, or improvement of the said railway, or the maintenance or working thereof, under the contract or agreement set forth in the schedule hereto, or any other contract or agreement which may be entered into under the 20th section of these presents.

45. The Company shall not at any time during the continuance of this Contract, without the sanction in writing of the Secretary of State first obtained, engage in, or carry on, or apply capital to any business other than the business provided by this Contract to be carried on by the Company, and business incidental or subsidiary thereto, or participate or co-operate with any person, company, or corporation in carrying on any business other than as aforesaid.

46. The Secretary of State shall promote the passing by the Legislature in India of any Act or Acts which may be required to enable the Company to carry into effect this Contract.

47. No claim shall be made upon the Secretary of State by the Company for compensation in respect of the prejudicial effect upon the said railway, or the

* NOTE.—After the opening of the Idar-Brahmabad Extension the accounts of the extension will be amalgamated with those of the Ahmedabad-Prantij Railway and clauses 36 to 43 shall apply to them. Vide clause 12 of the contract dated 24th November 1910 between the Secretary of State and the Ahmedabad-Prantij Railway Company.

profits of the said railway, of any Act of the Indian Legislature of general applicability for the time being in force, and the Company and its undertaking shall be subject to the provisions of every such Act as last aforesaid.

48. Any notice, determination, decision, direction, requirement, requisition demand, appointment, certificate, expression of opinion, approval or sanction to be given or signified on the part of the Secretary of State for any of the purposes of or in relation to this Contract, or any of the powers or provisions herein contained, shall be sufficient and binding if in writing signed by the Secretary of State, or one of his under secretaries, or by a Secretary of the Government of India, or by any other officer or servant authorised to act on behalf of the Secretary of State in respect of the matters to which the same shall relate, and the Secretary of State shall not in any case be bound in respect of any of the matters aforesaid unless by some writing signed in the manner before mentioned in this clause.

49. The registered office of the Company shall at all times during the continuance of this Contract be situate in Bombay.

Determination of Contract and matters consequent thereon.

50. The Secretary of State may determine this Contract in manner hereinafter mentioned (that is to say) :—

1. If before the said railway is open for traffic throughout the Company shall fail, on demand by the Secretary of State, to supply him with the funds required to enable him to construct and complete the said railway as hereinbefore agreed, the Secretary of State, notwithstanding any grants of further time, or any negotiations between the Secretary of State and the Company, may determine this Contract by giving to the Company notice in writing of such determination (which notice is herein referred to as notice of determination).
2. The Secretary of State may by giving to the Company not less than 12 months' previous notice in writing (which notice is herein referred to as "notice of purchase") determine this Contract (if then subsisting) either on the 31st day of December 1917, or on the 31st day of December in the last year of any subsequent period of 10 years, or on the 31st day of December 1946.

AND IT IS HEREBY AGREED AND DECLARED that at the time at which this Contract shall terminate, as hereinbefore provided, the Company without acquiring or having the right to any compensation or payment from the Secretary of State in respect thereof, except as hereinafter specially provided, shall relinquish and give up to the Secretary of State, as the case may be, possession of all land of which they respectively shall have allowed the Company to have possession under or for any of the purposes of this Contract (so far as not then already restored to the Secretary of State) or such native State, together with all the stations, station yards, sidings, crossing places, bridges, viaducts, offices, warehouses, houses for employes, fixed machinery, conveniences, works, bridges, rails, fixtures, and plant then erected or being on the land to be relinquished and given up under this clause or in anywise belonging to the said railway or any part thereof, and the then existing stock (if any) of stores belonging to the Company and appropriated, whether for the purposes of construction or otherwise, to the said railway or to any of the adjuncts thereof or to any part of the equipment thereof, and shall also deliver to the Secretary of State all plans, books, surveys, sections, printings, writings, and documents whatsoever in anywise connected with, or with the construction of the said railway or any part thereof, or any of the works or adjuncts thereof inclusive as aforesaid. All the particulars mentioned in this clause shall at the time when the Secretary of State shall under this clause become entitled to the delivery thereof, so far as not then already belonging to him, become his absolute property, free both as between the Secretary of State and the Company and as between the Secretary of State

No. 44.

Page 147, Clause 50 (2).—Add the following as foot-note numbered 2, the one already existing being numbered one :—

NOTE 2.—The words " or on the 31st day of December in the last year of any subsequent period of 10 years " may be regarded as having been expunged, *vide* clause 1 of the Supplemental Indenture, dated the 28th July 1933.

(No. 44, dated 21st October 1933, to the Book of Contracts relating to Bombay, Baroda and Central India Railway, Volume I.)

H. G. WARD,
for Controller of Railway Accounts.

shall not be affected by any charge or incumbrance of any kind created by the Company on any real or personal property which during the continuance of this Contract shall be in the possession of the Company, whether belonging to the Secretary of State or to the Company. The rights of either party to this Contract as against the other party hereto in respect of the previous breach of any covenant herein contained shall continue to subsist notwithstanding the termination of this Contract in any manner whatsoever, and such termination shall not affect the right of either party hereto to require the payment of any unpaid money which under the provisions of this Contract shall have become actually payable to or on behalf of such party by the other party hereto.

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Page 148.—

Clause 51 of the Contract of the 13th March 1896.

Cancel the existing clause 51 and introduce the following as fresh Clause :—

“ The sum payable by the Secretary of State to the Company on the 31st day of December 1946 shall be the sum of Rs. 45,41,087-7-6 together with a sum of money equal to the authorised Capital expenditure of the Company as appearing in the Capital Account of the Company incurred from the 1st day of January 1931 to the 31st day of December 1946 without any premium ” (vide clause 2 of the Supplemental Indenture, dated 28th July 1933).

(No. 39, dated 21st October 1933, to the Book of Contracts relating to Bombay, Baroda and Central India Railway, Volume I.)

52. Secretary of State shall, except as hereinafter provided, within four calendar months from the time of such determination pay to the Company in India out of the revenues of India, in rupee currency, the fair value of the said railway and works, so far as the same shall then have been constructed, and of all rails, fastenings, sleepers, fixed machinery, plant, and stores which shall be relinquished, given up, or delivered by the Company to the Secretary of State under the 50th clause of this Contract. The fair value of property for the purposes of this clause shall, in case of difference between the Secretary of State and the Company, be ascertained by arbitration under the proviso for arbitration in that behalf hereinafter contained, and shall be calculated without reference to expectations of future profits to be derived from working the said railway.

53. The Secretary of State shall, after making due allowance for any sum remaining in his hands unexpended from the moneys supplied to him by the Company or received by him on their account, be at liberty to deduct any amount that may be owing by the Company to him at the time when this Contract shall terminate from any moneys which but for this proviso would be payable by him to the Company under the provisions of clause 51 or clause 52.

54. The clear balance of money payable by the Secretary of State to the Company under the 51st or the 52nd clause of this Contract shall carry interest in favour of the Company at the rate of 3 per cent. per annum, to be computed from the time when this Contract shall terminate down to the time of payment or tender of such clear balance by or on behalf of the Secretary of State to the Company. And the Secretary of State shall pay to the Company in India out of the revenues of India any interest accrued under this clause in favour of the Company with the capital money in respect of which the interest shall have become payable.

Arbitration.

55. If any dispute, question, or controversy shall at any time arise between the Secretary of State and the Company touching this Contract, or any clause or thing herein contained, or the construction hereof, or any matter connected with this Contract, or the operation of the same, or the rights, duties, or liabilities of either party in relation to the premises, then and in every such case the matter in difference shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequences of the reference, and in all other respects to conform to the law in force in British India for the time being relating to arbitration.

In witness whereof Lieutenant-Colonel HENRY OLIPHANT SELBY, R.E., one of the Secretaries to the Government of Bombay, on behalf of the Secretary of State in Council of India, by the order of the Governor in Council of Bombay, has hereunto set his hand and seal, and the Ahmedabad-Prantej Railway Company, Limited, have hereunto caused their common seal to be affixed, the day and year first above written.

Signed, sealed and delivered by
the said Lt.-Col. H. O. SELBY,
R.E., Secretary to the Govern-
ment of Bombay, P. W. D. (Rail-
way), in the presence of—

C. R. HOSKYN,
Examiner,
G. Railway Accounts,
Bombay.

HENRY OLIPHANT SELBY.

L. S.

The common seal of the Ahmeda-
bad-Prantej Railway Company,
Limited, was hereunto affixed in
the presence of—

R. VALENTINE REID,

NOWROJEE PESTONJEE VAKIL,

Two of the Directors of the
Ahmedabad-Prantej Railway
Company, Limited.

KILLICK, NIXON & Co.,
Agents.)

Seal of the
Ahmedabad-
Prantej Rail-
way Company,
Limited (Bom-
bay).

SCHEDULE to the Contract between the Secretary of State in Council of India
and the Ahmedabad-Prantej Railway Company.

[Contract between the Secretary of State in Council of India and the Bombay,
Baroda and Central India Railway Company, dated 4th June 1896.]

AHMEDABAD-PRANTEJ RAILWAY WITH THE SECRETARY OF STATE, DATED 13th MARCH 1896.

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CORRIGENDUM No. 14.

(Corrigendum No. 14, dated 28th November 1923, R. B. No. 1838-F., dated 25th June 1923.)

Bombay, Baroda and Central India Railway Company.

(Incorporated in England by Special Act of Parliament.)

(INCLUDING THE HOLKAR STATE AND THE SCINDIA-NEEMUCH STATE RAILWAYS.)

Corrigendum to the following Indentures to have effect from 1st April 1920.

1. Indenture (hereinafter called the Principal Contract), dated 13th March 1896, between the Secretary of State and the Ahmedabad-Prantij Railway Company, Limited (Hereinafter called the Company). This is printed at page 153 *et seq.* of the Bombay, Baroda and Central India Railway Book of Contracts, Volume I.

2. Agreement, dated 29th January 1902, between the Secretary of State and the Company. (This is printed at page 163.)

3. Agreement, dated 17th September 1907, between the Secretary of State and the Company. (This is printed at page 164.)

4. Indenture, dated 24th November 1910, between the Secretary of State and the Company. (This is printed at page 173 *et seq.*)

It is hereby agreed as follows:—

The accounts referred to in Clause 36 of the Principal Contract in lieu of being made up half-yearly shall be made up yearly to the 31st day of March in every year and in all clauses of the Principal Contract and the Indentures recited above which relate to the accounts in which the period of half a year is referred to, the period of a year shall be deemed to be substituted except as regards payments on account subject to adjustment.

per pro. *Killick, Nixon & Co.,*

R. C. GILES,

Agents,

Ahmedabad-Prantij Railway Company, Limited.

NEVILLE MEDLEY,

for Agent,

B. B. & C. I. Railway.

Dated 1st August 1923,

Stamp,
105.

THIS INDENTURE, made the 4th day of June 1896, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called "the Secretary of State") of the one part, and THE BOMBAY BARODA AND CENTRAL INDIA RAILWAY COMPANY (hereinafter called "the Company") of the other part.

WHEREAS by an Indenture dated the 24th day of September 1884, and made between the Secretary of State of the one part and the Company of the other part (which Indenture is hereinafter referred to as the principal Contract), the Company contracted for the maintenance, management, use, and working by the Company of the Rájputána-Málwa Railway; and the expression "the undertaking" was defined to mean the Rájputána-Málwa Railway, with such improvements, alterations, and additions as therein mentioned.

AND WHEREAS the Secretary of State has entered into a Contract, dated the 13th day of March 1896, with the Ahmedabad-Parantij Railway Company, Limited, with the object (among other things) of constructing, on a route to be determined by the Secretary of State, a railway from outside the eastern fence of the Bombay Baroda and Central India Railway Station at Ahmedabad to Parantij, and in certain events extending thence to Ahmednagar and Udaipore, with stations, station yards, sidings, crossing places, bridges, viaducts, offices, warehouses, houses for employés, fixed machinery, tools and plant, office furniture and equipment, conveniences, and works (all which proposed railway, stations, station yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employés, fixed machinery, tools and plant, office furniture and equipment, conveniences and works are hereinafter meant by and included in the expression "the said railway").

AND WHEREAS one of the terms of the said Contract is that the Secretary of State shall maintain and work the said railway as and when completed, either through State agency, or through some other agency to be selected by him, and that he shall have full power to enter into this present Contract for the working, maintenance, and management of the said railway.

AND WHEREAS the Company have agreed to work, maintain, and manage the said railway upon the terms and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH :—

Interpretation of terms.

1. The definitions in the principal Contract contained shall apply to this Contract except so far as the same are expressly varied.

The expression "gross earnings" means and includes the gross earnings to be derived from the working of the said railway, and also the rents of any buildings belonging to the said railway and occupied by servants of the Company which may be charged to the occupiers of such buildings under the rules in relation thereto for the time being in force on the undertaking, and tolls on bridges and other sources of income which are treated as revenue on Indian railways generally, but does not include book entries for the carriage of stores to be used in the maintenance or working of the said railway, or for services rendered and work done in relation thereto respectively, and for which no cash payment is made, nor any sum allowed by way of rebate under clause 25 hereof.

The expression "months" means calendar months.

Ahmedabad Station and Junction thereat.

2. The Secretary of State and the Company shall from time to time agree upon the additional works and conveniences to be constructed at the said

Ahmedabad Station of the Bombay Baroda and Central India Railway, or in extension thereof, to meet the traffic of the said railway; and, upon any such agreement being made, the Company shall prepare plans and specifications of the said additional works and conveniences, and of the junction with the undertaking to be made at Ahmedabad, and shall submit the same to the Secretary of State for his approval. Such plans and specifications, when approved by the Secretary of State, shall be signed by the Consulting Engineer of the Government of India, or other officer duly authorised in that behalf to act on behalf of the Secretary of State, and by the Company's engineer on behalf of the Company. Any such additional works and conveniences at the said junction shall respectively be constructed by the Company on land at Ahmedabad forming part of the undertaking, or of the Bombay Baroda and Central India Railway, and shall be held by the Company, subject to the use thereof for the purposes of the said railway, upon the terms hereinafter mentioned, or such other terms as may from time to time be agreed upon by the Secretary of State and the Company. No charge or toll shall be made or levied upon or from the Ahmedabad-Parantij Railway Company in respect of the use of the lines, platforms, buildings, or other conveniences at the said Ahmedabad Station in excess of the sum to be retained from the gross earnings of the said railway under section 23 of this Contract.

3. The Secretary of State shall from time to time, on the application of the Company, provide and hand over to the Company, subject to the conditions of section 60 of the principal Contract, such land as the Secretary of State may consider to be necessary for the purpose of constructing the said additional works and conveniences, and for making the said junction. The Company shall forthwith or upon provision as aforesaid of the necessary land, if it shall be required, proceed with diligence in the construction of the said additional works and conveniences and junction, in accordance with the said plans and specifications.

4. The Company shall, during the construction of the said railway, convey over the lines of the undertaking and of the Bombay Baroda and Central India Railway all materials, plant, and stores required for the construction of the said railway at the same rates as are charged on the undertaking and on the Bombay Baroda and Central India Railway for such materials, plant, and stores used for similar purposes on those railways respectively.

Opening of Railway.

5. From time to time when and as often as an inspecting officer acting on behalf of the Secretary of State shall have certified that the whole or any part of the said railway has been constructed in accordance with the provisions herein contained, and is ready and fit for the conveyance of passengers and goods, the Secretary of State will furnish to the Company, free of all cost to the Company, a specification of such whole or part of the said railway, describing the nature and quality of the works and setting out fully the general details of the construction of the same as regards earthworks, bridges, ballast, permanent way, stations, buildings, and all other matters and things of a permanent character, so as to show in every particular the standard up to which the works have been constructed, together with plans and working drawings of the same. Such specification, plans, and working drawings, hereinafter called documents, shall be submitted to the agent of the Company in India, and when finally accepted by him shall be signed by him on behalf of the Company and by the Consulting Engineer of the Government of India, or other officer duly authorised in that behalf to act on behalf of the Secretary of State, and shall be retained by the Company. The said specification and plans shall from time to time be revised and completed up to date as occasion shall require. The Secretary of State shall guarantee the Company undisturbed possession at all times during the continuance of this Contract of each and any portion of the said railway handed over to them.

6. As soon as may be after the said documents have been so approved and signed as aforesaid, such part of the said railway as the said specification, plans, and working drawings, respectively referred to shall be opened for public traffic and may be worked in the manner hereinafter mentioned.

Maintenance and Working.

7. The Company shall thenceforth, until the determination of this Contract, work and maintain the said railway or such part thereof as shall for the time being have been so opened, on the terms and subject to the provisions hereinafter expressed.

8. All the business connected with the management and maintenance of the said railway and conducting the traffic thereon, including police and telegraphs and telegraphic appliances, shall, in all respects, as far as practicable, be carried on in the same manner and subject to the same regulations and control by the Secretary of State as the like business on the undertaking as now carried on under the principal Contract.

9. The Company shall charge such rates and fares for the carriage of goods and passengers over any portion of the said proposed railway, as shall from time to time be agreed upon between the Company and the Secretary of State, and adopt such classification of goods thereon as shall be from time to time in force on the undertaking: Provided that such rates, fares, and terminals, if any, are within the maximum and minimum rates, fares, and terminals, if any, for the time being in force on the undertaking. The apportionment of through rates for traffic passing over the said proposed railway to or from the undertaking or the Bombay Baroda and Central India Railway shall be subject to agreement between the Secretary of State and the Company.

10. The Company shall be at liberty to charge tolls according to tariffs to be settled by the Secretary of State on traffic over any roadways or bridges (if any) for foot-passengers, cattle, or carts or other vehicles.

Application of certain Conditions of Principal Contract.

11. The conditions with respect to the provision of a police force, and the provision and use of telegraphs and telegraphic appliances, and (except as is hereinafter otherwise expressly provided) with respect to moneys supplied by the Secretary of State for the purposes of the said railway, except as is hereinafter otherwise expressly provided, shall be the same as are by the principal Contract prescribed with reference to the same matters respectively in respect of the undertaking, but the Secretary of State shall allow the Company the use of as many wires as they need at the same rate per mile as he charges for the use of wires on the Rájputána-Málwa Railway.

12. During the continuance of this Contract the Company shall keep the said railway and works, or such part thereof as shall for the time being be open for public traffic, supplied with rolling stock, plant, and machinery, other than fixed machinery, as if it were part of the undertaking and shall manage, use, and work the said railway and works or such part thereof as aforesaid, and convey traffic thereon, upon, under, and subject to (save as is by this Contract otherwise expressly provided) the like terms, conditions, and restrictions as are by the principal Contract prescribed in respect of the management, use, and working of the undertaking and the conveyance of traffic thereon by the Company, and in respect of the supervision and control of the Company by the Secretary of State. And in all respects not otherwise provided for by this Contract, the Secretary of State and the Company respectively shall and may with reference to the respective matters aforesaid have, execute, enjoy, put in force, and be subject to the like rights, powers, authorities, privileges, provisions, regulations, duties, and obligations as are by the principal Contract in respect of such matters respectively given or reserved to or imposed upon the Secretary of State and the Company respectively: Provided always, that nothing in this Contract contained shall operate so that the said railway and works shall form part of the undertaking.

13. The Secretary of State may, from time to time, and with or without an application from any railway administration or person, call upon the Company to agree, and subject to the conditions of clause 9 the Company may agree, with the administration or administrations of any other railway or railways in connection with or with which there shall be an interchange of traffic with the said railway to through rates for the traffic between the stations of the said railway

and those of such other railway or railways, and likewise to the apportionment of such rates among the administrations of such railways and the Company. If the Company and the said administrations, or any of them, should fail to agree in the settlement of such through rates or their apportionment, and such administrations should agree in writing to be bound by the decisions of the Government of India, or any authority duly appointed by the said Government in that behalf, in respect of the matters in dispute, such decisions shall be binding on the Company so long as the said administrations continue to act in accordance therewith. In arriving at its decisions the Government of India, or the said authority, as the case may be, shall take into consideration all the circumstances of the case, including any special expense incurred in respect of the construction, maintenance, or working of the route or any part of the route, as well as any special charges which any administration may have been entitled to make in respect thereof.

Alterations, Improvements, and Additions.

14. The Secretary of State may from time to time give notice in writing to the Company of any reasonable alteration, improvement, or addition which may, in his opinion, be required to be made in or to any part of the said railway or any of the stations or works belonging thereto or the said junction at Ahmedabad, either for the protection and security of the said works and stations, the safety of passengers or of the public, or for meeting the development of traffic on or the effectual working of the said railway or otherwise and which is estimated to cost more than Rs. 1,000. Such notice shall specify the alteration, improvement, or addition required, and shall also in general terms describe the works to be executed for the purpose of effecting the same and state approximately what such works are expected to cost. On receiving any notice under this clause the Company shall with all reasonable speed, execute the works described therein, the Secretary of State (except in the case of alterations or improvements in or additions to the said station at Ahmedabad or the said junction) supplying the necessary funds, or causing the same to be supplied, and providing, free of all cost to the Company, any land that may be required for the purpose. If in any case the Company shall neglect to proceed with the proposed works, or fail to complete the same to the satisfaction of the Secretary of State, the Secretary of State may enter on the said railway and works and execute the said works.

15. On the completion of works so required, as well as on the completion of the works to be constructed under clause 3 (Ahmedabad Station), a specification such as is described in clause 5, with necessary plans, shall be prepared and signed on behalf of the Company and of the Secretary of State respectively as therein provided, and delivered to the Secretary of State, together with a similarly certified statement of the costs of the said works. All such specifications and plans shall be corrected from time to time, when additions or alterations are made to the works of the said railway.

17. The cost of works the execution of which shall be required under clause 14 to be carried out by the Company shall be dealt with as follows :—

- (a) All such works, costing more than Rs. 1,000, shall be charged to the capital account of the Ahmedabad-Parantij Railway Company.
- (b) Petty works, costing not more than Rs. 1,000 each, shall be charged to Revenue, and shall be met from the sum allowed to the Company for maintenance and working of the said railway as hereinafter provided :

Provided always, that if for any half year the aggregate expenditure on petty works thereon shall exceed Rs. 20 per mile open in any half-year, such excess shall be charged to the capital account of the said railway, and shall be met by the Secretary of State.

18. No moneys that may be at any time supplied or provided by the Secretary of State under this Contract shall be deemed to be moneys supplied or provided in respect of the undertaking, nor shall they be entered in any of the accounts of the Company kept by them in respect of the undertaking.

Land.

19. Any land that may be under this Contract provided by the Secretary of State and handed over to the Company shall be held by the Company upon the like terms and conditions as are by the principal Contract prescribed in respect of land to be provided thereunder.

Accounts of Gross Earnings and their application.

20. The Company shall keep, in rupee currency in India, a distinct and separate account of the gross earnings derived from the working of the said railway, or of such part thereof as shall for the time being have been opened for public traffic. Such account shall be made up half-yearly to the (30th of June^{*}) 30th of September[†] and the (31st of December) 31st March[‡] in each year, and shall be regularly submitted by the Company to the Secretary of State, who may audit the same and correct any error which may be discovered therein. The Company shall also within two calendar months after each of the said half-yearly days render to the Secretary of State a summary of the said account for the half-year ending on such half-yearly day.

21. The Company shall also keep in India all such subsidiary accounts and vouchers as shall be proper and sufficient for the preparation and verification of the account aforesaid, and the said accounts and vouchers shall be open at all reasonable times to inspection and transcription by any person or persons duly authorised by the Secretary of State in that behalf. The Company shall afford all proper and sufficient facilities for such inspection and transcription, and shall on the requirement of the Secretary of State (but at his expense) duly verify any such account, provided such requirement be notified in writing to the Company within three calendar months after the receipt by the Secretary of State of the summary aforesaid for any half-year. If after such verification the Secretary of State shall require any alteration to be made in any such account, or in any summary to be so rendered by the Company as hereinbefore provided, and if the Company shall give notice to the Secretary of State that they object to such alteration being made, the matter thus being in difference between the Secretary of State and the Company shall be referred to arbitration under the provision for arbitration hereinafter contained.

22. Every summary of account with respect to which, or to the accounts on which it is based, no such written requirement of verification shall have been delivered to the Company within three calendar months after the receipt by the Secretary of State of the said summary, shall be deemed to be settled between and shall be binding upon the Secretary of State and the Company, except that if and whenever any error shall be subsequently discovered in any such summary of account, such error shall be rectified and allowed for in the account for the half

No. 52.

Pages 157-158, Clause 23.—Insert the following below this clause :—
Clause 2 of the Deed dated the 29th January 1934.

The sum to be paid by the Secretary of State to the Company under Clause 23 above as modified by clause 9 of the Indenture of the 1st February 1901 shall be a sum equal to 60 per cent. of the gross earnings of the Ahmedabad-Prantelj Railway as extended.

Note :—This shall take effect as from and including the 1st day of January 1931.

(No. 52, dated 17th March 1934 to the Book of Contracts relating to Bombay, Baroda and Central India Railway, Volume I.)

stock, plant, and machinery, other than fixed machinery, and the managing, working, and maintaining the said railway and works in accordance with

* Superseded with effect from 1st April 1913 *vide* paragraph 1 of supplemental contract dated 30th June 1916 between the Secretary of State, A.-P. Railway and B. B. & C. I. Railway Company.

† Substituted do. do. do. do. do.

‡ *Note*—This should be read as 44 per cent. with effect from 1st July 1900—*vide* clause 9 of the Contract dated 1st February 1901 between the Secretary of State and the B. B. & C. I. Railway Company and also the Contracts dated 29th January 1902 and 17th September 1907 respectively between the Secretary of State and the A.-P. Railway Co., Ltd.

the provisions of this Contract, and for the performance by the Company of every other obligation undertaken by them under this Contract with reference to the said railway and works.

24. The amount to be paid to the Company under clause 23 (less any sums retained by the Secretary of State under clause 25) shall be entered in the accounts kept by the Company under the provisions in that behalf contained in the principal Contract.

Rebate.

25. The Secretary of State shall be entitled to retain, in respect of and at the end of each calendar year commencing at the close of the period during which interest shall be payable out of capital by the Ahmedabad-Parantij Railway Company, Limited, by way of rebate, such a sum not exceeding in any year 10 per cent. of the combined shares attributable to the Bombay Baroda and Central India Railway and the undertaking, of the gross earnings (carriage of stores being excluded) from traffic interchanged between the undertaking and the Bombay Baroda and Central India Railway, or either of them, and the said railway, as shall, together with the net earnings of the Ahmedabad-Parantij Railway Company, Limited, for the said year to be retained by the Secretary of State, make up an amount equal to interest for the year at the rate of 4 per cent.† per annum on the actual expenditure charged in the Capital account of the said railway, and shall also allow the sum of Rs. 5,000 per annum towards the office expenses and the expenses of management of the Ahmedabad-Parantij Railway Company, Limited, and also all such legal expenses as may be properly incurred by the said last-mentioned Company and approved by the Secretary of State or the Government of India, and as are debitable to revenue. The payments under this clause shall be calculated at the close of each year, but payments on account and subject to adjustment may be made at the close of the first half* of each year.

Other Accounts to be kept by Company.

26. The Company shall keep separate accounts of all moneys received by them from the Secretary of State or from the Ahmedabad-Parantij Railway Company under the provisions of this Contract, and of the expenditure by the Company of the said moneys, in such forms as the Secretary of State may from

No. 51.

Page 158, Clause 27.—Introduce the following below this clause :—

Clause 1 of the Deed, dated the 29th January 1934.

This contract subject to the alterations made by the other supplemental indentures shall continue in force until the 31st day of December 1946 or the day on which the Contract contained in the Indenture of the 8th day of April 1907 shall terminate (whichever shall be earlier) and on such day (as the case may be) this Contract (subject as aforesaid) shall forthwith terminate.

(No. 51, dated 17th March 1934 to the Book of Contracts relating to Bombay, Baroda and Central India Railway, Volume I.)

29. If the Secretary of State and the Company shall fail to agree touching any matter with respect to which their agreement is required by this Contract, or if in any case not herein specially provided for any dispute, question, or controversy shall at any time arise between the Secretary of State and the Company touching these presents of any clause or thing herein contained, or the construction hereof, or any matter connected with these presents or the operation hereof, or the rights, duties, or liabilities of either party in relation to the premises,

* Note.—As from 1st day of April 1913 substitute "financial" for "calendar" in line 2 and the first half of each year in line 20 shall be the half year from the 1st day of April to the 30th day of September, *vide* paragraph 1 of supplemental contract dated 30th June 1916 between the Secretary of State, A.-P. Railway Company and the B. B. & C. I. Railway Company.

† Note.—† is percentage shall be taken as 5 per cent. after the Idar-Brahmahed extension has been opened for traffic—*vide* clause 5 of the Contract dated 2nd October 1908 between the Secretary of State and the B. B. & C. I. Ry. Co.

then and in every such case the matter as to which the Secretary of State and the Company shall fail to agree, or the matter in difference, as the case may be, shall be referred to two arbitrators or their umpire, pursuant to and so as with regard to the mode and consequences of the reference, and in all other respects to conform to the law in force in British India for the time being relating to arbitration.

In witness whereof SIR CHARLES HAUKEs TODD CROSTHWAITE, K.C.S.I., and SIR CHARLES ARTHUR TURNER, K.C.I.E., being two members of the Council of India, have hereunto set their hands and seals, and the Bombay Baroda and Central India Railway Company have hereunto caused their common seal to be affixed, the day and year first above written.

Signed, sealed, and delivered by
the above-named two members
of the Council of India in the
presence of
W. H. TREASURE,
India Office,
Westminster,
Solicitor.

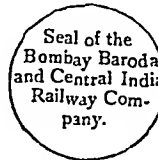
C. H. CROSTHWAITE.

L. S.

CHARLES A. TURNER.

L. S.

The common seal of the Bombay
Baroda and Central India Rail-
way Company was hereunto
affixed in the presence of
C. H. DICKENS, } Directors.
JULAND DANVERS, }
T. W. WOOD, Secretary.



AHMEDABAD-PARANTIJ RAILWAY.

Secretary of State with B. B. & C. I. Railway, dated 4th June 1896.

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Stamps.
10s.
and 8 annas.

THIS INDENTURE made the 29th day of January 1902 BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA, hereinafter called the Secretary of State, of the one part, and THE AHMEDABAD-PRANTEJ RAILWAY COMPANY, LIMITED, hereinafter called the Company, of the other part, and supplemental to an Indenture dated the 13th day of March 1896, and made between the same parties as these presents (which said Indenture is hereinafter called the Principal Contract).

WHEREAS since the execution of the principal Contract, the Contract set forth in the schedule thereto has been entered into and has been modified with the consent of the Company by an Indenture dated the 1st day of February 1901, and made between the Secretary of State of the one part and the Bombay, Baroda and Central India Railway Company of the other part.

NOW THIS INDENTURE WITNESSETH, and it is hereby agreed and declared as follows:—

1. The principal Contract shall as on and from the 1st day of July 1900 be read and construed as though the Contract set forth in the schedule thereto were the Contract therein set forth with the modifications introduced therein by the said Indenture of the 1st day of February 1901.

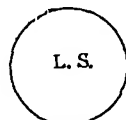
2. During the continuance of the Contract contained in the said Indenture of the 1st day of February 1901, the sum to be retained in each half year by the Secretary of State out of the gross earnings to be derived from the working of the Railway to which the Principal Contract relates shall be the sum which under Clause 9 of the said Indenture is to be paid over to the Bombay Baroda and Central India Railway Company, and Clause 27 of the Principal Contract shall be modified accordingly.

3. During the continuance of the Contract contained in the said Indenture of the 1st day of February 1901, the words "not to exceed in any year 44 per cent. of the gross earnings of the said railway for the same year" shall be substituted in Clause 27 of the Principal Indenture in place of the words "not to exceed in any year 50 per cent. of the gross earnings of the said Railway for the same year."

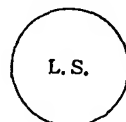
4. The Arbitration Clause contained in the Principal Contract shall apply to these presents as though these presents formed parts of the Principal Contract.

In witness whereof Sir JAMES BRAITHWAITE PEILE, K.C.S.I., and Sir CHARLES HAUKES TODD CROSTHWAITE, K.C.S.I., being two Members of the Council of India, have hereunto set their hands and seals, and the AHMEDABAD-PRANTEJ RAILWAY COMPANY, LIMITED, have hereunto caused their Common Seal to be affixed the day and year first above written.

Signed, sealed and delivered by the } J. PEILE.
above-named two Members of the }
Council of India in the presence of— } C. H. T. CROSTHWAITE.



W. H. TREASURE,
India Office.



The Common Seal of the AHMEDABAD-PRANTEJ RAILWAY COMPANY, LIMITED, was hereunto affixed in the presence of—

VIJBHUCANDAS ATMARAM.
DALBHAI DALPATBHAI.

Two of the Directors of the Ahmedabad-Prantej Railway Company, Limited.



KILICK, NIXON and Co., Agents.

Stamp,
10s.

Indian Stamp,
8 annas.

THIS INDENTURE made the 17th day of September 1907 BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA, hereinafter called the Secretary of State of the one part and THE AHMEDABAD-PRANTEJ RAILWAY COMPANY LIMITED hereinafter called the Company of the other part and supplemental to an Indenture dated the 13th day of March 1896 and made between the same parties as these presents (which Indenture is hereinafter called the Principal Contract) and also to an Indenture dated the 29th day of January 1902 and made between the same parties as these presents whereby the terms of the Principal Contract were modified in certain particulars.

WHEREAS the Contract set forth in the Schedule to the Principal Contract as modified by the Indenture dated the 1st day of February 1901 in the said Indenture of the 29th day of January 1902 referred to and the Contract contained in the said Indenture of the 1st day of February 1901 respectively terminated on the 31st day of December 1905:

AND WHEREAS under an agreement between the Secretary of State and the Bombay Baroda and Central India Railway Company the last named Company is continuing to work the Railway to which the Principal Contract relates:

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared as follows:—

1. The Principal Contract as from the 31st day of December 1905 so long as the Railway to which the same Contract relates shall continue to be worked by the Bombay Baroda and Central India Railway Company shall (until otherwise agreed between the Secretary of State and the Bombay Baroda and Central India Railway Company) be read and construed as though the Contract set forth in the Schedule thereto were the Contract therein set forth with the modifications introduced therein by the said Indenture of the 1st day of February 1901 and the same Contract as so modified were still in force.

2. So long as the Railway to which the Principal Contract relates shall continue to be worked by the Bombay Baroda and Central India Railway Company the sum to be retained in each half-year by the Secretary of State out of the gross earnings to be derived from the working of the same Railway shall (until otherwise agreed between the Secretary of State and the last named Company) be the sum which under Clause 9 of the said Indenture of the

No. 41.

Page 164, Clause 3.—Insert the following as a note below this clause:—

NOTE.—This clause has been superseded by clause 3 of the Indenture, dated 28th July 1933 inserted after page 218 of the Book of Contracts relating to the Bombay, Baroda and Central India Railway, Volume I.

(No. 41, dated 21st October 1933, to the Book of Contracts relating to Bombay, Baroda and Central India Railway, Volume I.)

1902 and hereby modified.

In witness whereof Sir JOHN EDGE, Knight, K.C., and Lieutenant-Colonel Sir DAVID WILLIAM KEITH BARR, K.C.S.I., being two Members of the Council of India, have hereunto set their hands and seals and the Ahmedabad-Prantej Railway Company, Limited, have hereunto caused their Common Seal to be affixed, the day and year first above written.

Signed, sealed and delivered by the said
two Members of the Council of India
in the presence of—

JOHN EDGE,
D. W. K. BARR.

L S.

W. H. TREASURE,
India Office.

L S.

The Common Seal of the Ahmedabad-Prantej
Railway Company, Limited, was here-
unto affixed in the presence of—

Seal of the
Ahmedabad-Prantej
Railway Company,
Limited.

VIJBHUCANDAS ATMARAM.

DAYABHAI HARJIVANDAS.

Two of the Directors of the
Ahmedabad-Prantej Railway Company, Limited.

THE SCHEDULE ABOVE REFERRED TO.



Stamp
10s.

THIS INDENTURE made the 2nd day of October 1908, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called the Secretary of State) of the one part, and THE BOMBAY BARODA AND CENTRAL INDIA RAILWAY COMPANY (hereinafter called the Company) of the other part.

WHEREAS the Company is under an Indenture dated the 8th day of April 1907, and made between the same parties as these presents managing and working the Bombay Baroda and Central India Railway, the Rajputana-Malwa Railway, and certain subsidiary lines, including the railway known as the Ahmedabad-Prantelj Railway.

AND WHEREAS by Clause 46 of the said Indenture of the 8th day of April 1907 it is provided that each of the subsidiary lines, so long as it shall form part of the undertaking of the Company, shall be worked by the Company on the same terms and conditions as are contained in the contracts in that behalf subsisting on or immediately before the 31st day of December 1905, subject to any modifications which may from time to time be made therein with the concurrence of the Secretary of State.

AND WHEREAS the contracts under which the Ahmedabad-Prantelj Railway was being managed and worked on the 31st day of December 1905 were a Contract dated the 4th day of June 1896, and made between the same parties as these presents, and a Contract modifying the same, dated the 1st day of February 1901, and made between the same parties.

AND WHEREAS the Secretary of State is about to enter into a contract with the Ahmedabad-Prantelj Railway Company, Limited, with the object (among other things) of constructing on a route to be determined by the Secretary of State an extension of the Ahmedabad-Prantelj Railway from Idar Road Station to Brahma Khed, with stations, station yards, sidings, crossing places, bridges, viaducts, offices, warehouses, houses for employes, fixed machinery, tools and plant, office furniture and equipment, conveniences, and works (all which proposed railway stations, station yards, sidings, crossing places, bridges, viaducts, offices, warehouses, houses for employes, fixed machinery, tools and plant, office furniture and equipment, conveniences, and works, are hereinafter meant by and included in the expression "the Brahma Khed extension").

AND WHEREAS the Company have agreed to work, manage, and maintain the Brahma Khed extension after the same shall be open for public traffic as part of the Ahmedabad-Prantelj Railway.

AND WHEREAS it has also been agreed between the parties hereto that after the Brahma Khed extension shall be open for public traffic the terms and conditions on which the Ahmedabad-Prantelj Railway is now being worked by the Company shall, as regards the same railway and the said extension, be modified in manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH, and it is hereby agreed and declared as follows:—

1. The Company shall during the construction of the Brahma Khed extension convey over the various lines forming part of the Company's undertaking, as defined by the said Indenture of the 8th day of April 1907, all materials, plant, and stores required for the construction of the said extension at the same rates as are charged on such respective lines for such materials, plant, and stores, used for similar purposes on the same lines respectively.

2. From time to time, when and so often as an inspecting officer acting on behalf of the Secretary of State shall have certified that the whole or any part of the Brahma Khed extension has been constructed in accordance with the provisions of the contract relating thereto, and is ready and fit for the conveyance of passengers and goods, the Secretary of State will furnish to the Company, free of all cost to the Company, a specification of such whole or part of the said extension describing the nature and quality of the works, and setting out fully the general details of the construction of the same as regards earthworks, bridges, ballast, permanent way, stations, buildings, and all other matters and things of a permanent character, so as to show in every particular the standard up to which the works have been constructed, together with plans and working drawings of the same. Such specification, plans, and working drawings, hereinafter called documents, shall be submitted to the agent of the Company in India, and when finally accepted by him shall be signed by him on behalf of the Company and by an officer duly authorised in that behalf to act on behalf of the Secretary of State, and shall be retained by the Company. The said specification and plans shall from time to time be revised and completed up to date as occasion shall require. The Secretary of State shall guarantee the Company undisturbed possession at all times, so long as the Ahmedabad-Prantelj Railway shall continue to be worked by the Company, of each and any portion of the Brahma Khed extension which may be handed over to them.

3. As soon as may be after the said documents have been so approved and signed as aforesaid such part of the Brahma Khed extension as the said specification, plans, and working drawings respectively refer to shall be open for public traffic and shall thenceforth be deemed part of the Ahmedabad-Prantelj Railway and be worked, managed, and maintained by the Company upon the same terms and conditions in all respects as if the same had on the 31st day of December 1905 formed part of that railway, but subject nevertheless to the modification in such terms and conditions provided for in the next succeeding clause hereof.

4. The Company shall keep separate accounts of the gross earnings of the Brahma Khed extension from the date of the opening of the same or any part thereof until the close of the period during which interest is payable out of capital during construction.

5. For the purposes of Clause 46 of the said Indenture of the 8th day of April 1907 Clause 25 of the said Contract of the 4th day of June 1896 shall as from the close of the period during which interest shall be payable out of capital in respect of the Brahma Khed extension be read and construed as though the rate of interest specified in the same clause were 5 per cent. per annum in lieu of 4 per cent. per annum, and the expenditure on capital account referred to in such clause shall include expenditure on capital account in respect of the Brahma Khed extension.

6. If the Ahmedabad-Prantelj Railway shall during the continuance of the contract contained in the said Indenture of the 8th day of April 1907 cease to form part of the undertaking mentioned in the same contract the Company shall during the continuance of the same contract, if the Secretary of State shall so require, continue to allow the share attributable to the Bombay Baroda and Central India Railway of the rebate, which, under the contracts subsisting on the 31st of December 1905 with regard to the Ahmedabad-Prantelj Railway as hereby modified, the Secretary of State is entitled to retain in respect of traffic interchanged between such last mentioned railway and the Bombay Baroda and Central India Railway and the Rajputana-Malwa Railway, or either of them, and Clause 17 of the said Indenture of the 8th day of April 1907 shall be modified accordingly.

7. The Arbitration Clause contained in the said Indenture of the 8th day of April 1907 shall apply to these presents and to the said Indenture of the 8th day of April 1907-as hereby modified.

In WITNESS whereof KRISHNA GOBINDA GUPTA, Esquire, and SIR WALTER ROPER LAWRENCE, Bart., G.C.I.E., being two Members of the Council



of India, have hereunto set their hands and seals, and the BOMBAY BARODA AND CENTRAL INDIA RAILWAY COMPANY have hereunto caused their Common Seal to be affixed, the day and year first above written.

Signed, sealed and delivered by } K. G. GUPTA.
the said two Members of the }
Council of India in the }
presence of— } W. R. LAWRENCE.

W. H. TREASURE,
India Office.

L. S.

L. S.

The Common Seal of the Bombay }
Baroda and Central India }
Railway Company was here- }
unto affixed in the presence }
of— }

W. S. S. BISSET, }
R. A. SARGEANT, } Directors.
W. V. CONSTABLE, Secretary.

Seal of the
Bombay Baroda
and Central India
Railway Company.

74 28 42 45 20 30 7 2

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doi:10.1017/S0022292412001909

Indenture dated 2nd October 1908 between Secretary of State and Bombay, Baroda and Central India for working Idar-Brahma Khed Extension.

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THIS AGREEMENT is made the 2nd day of November 1910 BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called "the Secretary of State") of the one part and THE AHMEDABAD-PRANTELJ RAILWAY COMPANY LIMITED a Company limited by shares and incorporated under the Indian Companies Act 1882 and having its registered office situate at Bombay (hereinafter called "the Company") of the other part WHEREAS the Company was formed on the sixth day of January 1896 with a capital of Rs. 20 lakhs with power to increase the capital and to issue any shares in the increased capital as preferential or guaranteed or deferred shares and with the objects (*inter alia*) of constructing or causing to be constructed the Ahmedabad-Prantelj Railway (since constructed and hereinafter called "the said Railway") and extensions thereof and for the purposes of the Company of raising money on mortgage debentures or otherwise AND WHEREAS the Company contemplates raising partly by the issue of further share capital and partly by the issue of debentures or otherwise such sum as will enable it to execute carry out and fulfil all the works duties and liabilities which under the Indenture set out in the Schedule hereto (hereinafter referred to as "the Scheduled Contract") would have to be executed carried out and fulfilled by or on behalf of the Company party thereto AND WHEREAS the cost thereof is at present estimated at the sum of Rs. 13 lakhs and it is intended to raise such sum upon the terms and conditions and in the manner hereinafter provided and also to provide in the said Scheduled Contract for the raising of such further sum as may prove to be necessary for the same purpose AND WHEREAS by clause 35 of the Principal Contract for construction of the said Railway dated 13th March 1896 the sanction of the Secretary of State and of the working agency respectively is required for the increase of capital or borrowing of moneys by the Company AND WHEREAS the Company has requested the Secretary of State to enter into such undertaking as is on his part hereinafter contained which he has consented to do NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows that is to say :—

1. If prior to the 30th day of November 1910 the Company shall by the issue (not below par) of further share capital to the amount of Rs. 5 lakhs and of debentures to the amount of Rs. 8 lakhs have raised a sum of not less than Rs. 13 lakhs or such portion thereof as may be considered satisfactory to the Secretary of State or shall have allotted or issued the shares representing such further capital or the said debentures or otherwise have provided for the raising of the said sum to the satisfaction of the Secretary of State and if the Company shall prior to the 31st day of December 1910 duly and formally execute in duplicate an Indenture identically in the words and figures of the Scheduled Contract with the addition of the date thereof or with such modification of detail as may be agreed upon between the Company and the Secretary of State and shall on or before the 31st day of December 1910 deliver to the Secretary of State the said Indenture in duplicate duly executed as aforesaid the Secretary of State will at any time afterwards upon the request in writing of the Company execute the said Indenture which shall thereupon become binding upon both parties thereto and will deliver one part of such Indenture to the Company. The Secretary of State hereby sanctions such increase of share capital of the Company and the issue of such debentures or other security for the purposes aforesaid, provided that the whole of such increased share capital and debentures shall be issued and subscribed for and all dividends and interest thereon shall be calculated and paid in rupees of Indian currency.
2. Subject to the law for the time being in force in British India the Secretary of State will give his sanction to the payment out of capital during a period which shall extend to the close of the half year next after that in which the extension from Idar Road to Brahmkhed (referred to in the Scheduled Contract) of the said

Railway shall have been opened throughout for public traffic of such an amount as shall together with the net earnings of or in connection with the said extension (including any interest or other income earned by or by means of monies intended to be employed in payment of the expenses of construction thereof) during the period aforesaid and together with the amount of the interest for that period payable on the sum to be so as aforesaid raised by debentures make up a sum equal to interest for that period at 4 per cent. per annum on the total aggregate sum for the time being of such share capital and debentures. The Secretary of State will also recognize the payment out of capital by the Company to the Agents of a brokerage not exceeding 6 per cent. on so much of the additional sum so to be raised as aforesaid as may be actually subscribed which brokerage shall cover all expenses for promotion of the said issues of shares and debentures or on account thereof or in connection therewith (other than the cost of registration and stamps) and also the payment of the sum of Rs. 1,000 per annum during the said period towards the office expenses and management of the Company. A statement shall be inserted in every prospectus notice or advertisement of the proposed issues or issue or invitation for subscriptions thereto that the Secretary of State accepts no responsibility for the estimates of the costs of the proposed extension or its probable profits after completion.

3. The Company shall submit all contracts and items of expenditure entered into or incurred in England on behalf of the Company the cost of which is intended to be charged against capital under the last preceding clause hereof for the sanction of the Secretary of State and all such contracts and items of expenditure as aforesaid entered into or incurred in India for the sanction of the Government of India and no expenditure against capital will be allowed to be charged by the Company for which the previous sanction of the Secretary of State or of the Government of India as the case may be shall not have been obtained.

IN WITNESS whereof Robert Charles Francis Volkers being Secretary to the Railway Board acting in the premises for and on behalf of the Secretary of State in Council of India has hereunto set his hand and seal, and the Common Seal of the Company has been hereunto affixed the day and year first above written.

Signed, sealed, and delivered by
the said R. C. F. Volkers, Secretary
to the Railway Board acting in the
premises for and on behalf of the Secretary
of State in Council of India
in the presence of—

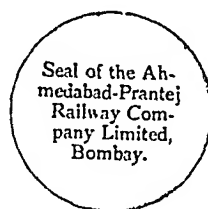
R. C. VOLKERS.

C. H. L. HARVEY,
Assistant, Railway Board,

RAGHO RAM,
Assistant, Railway Board.

The common seal of the Ahmedabad-Prantaj Railway Company, Limited, was hereunto affixed in the presence of—

LALBHAI DALPATBHAI,
PURSHOTAMDAS THAKURDAS, } *Directors,*



Signed, sealed, and delivered by } LALBHAI DALPATBHAI.
 Lalbhai Dalpatbhai and Purshotamdas
 Thakurdas, two of the Directors of the
 above named company in pursuance of
 a Resolution of the Board of Directors
 passed on the 20th day of October 1910
 in the presence of—

L. S.

H. A. PAYNE,

PURSHOTAMDAS THAKURDAS.

Solicitor, Bombay.

L. S.

THE SCHEDULE ABOVE REFERRED TO

THIS INDENTURE is made the 24th day of November 1910 BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called "the Secretary of State") of the one part and THE AHMEDABAD-PRANTEJ RAILWAY COMPANY LIMITED (hereinafter called "the Company") of the other part and is supplemental to an Indenture dated the 13th day of March 1896 (which is hereinafter called the Principal Contract) and to two Indentures dated respectively the 29th day of January 1902 and the 17th day of September 1907 all made between the same parties as these presents.

WHEREAS the Company is desirous of extending the Railway constructed under the provisions of the Principal Contract and such extension (hereinafter referred to as "the said Extension") is intended to be from Idar Road to Brahmakhed being part of the extension to Udaipur referred to in clause 3 of the Principal Contract AND WHEREAS the Company has pursuant to a contract made between the same parties as in these presents and dated the 2nd day of November 1910 raised the sum of Rs. 13 lakhs or provided for the same as in such contract agreed for the purposes of these presents AND WHEREAS it is estimated that such last-mentioned sum will suffice for the said purposes but in the event of its proving insufficient it is intended that such further sum as may be necessary shall be provided by the Company in manner hereinafter appearing NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared as follows:—

1. Until such time as the provisions of the third clause hereof shall come into operation all the provisions of the Principal Contract shall apply *mutatis mutandis* to the said extension as to construction and in all other respects as if the said extension had been the said railway referred to in the Principal Contract save and except so far as such provisions may be modified varied or added to by these presents or by any other contract between the parties hereto.
2. In the event of the sum raised as aforesaid by the Company proving insufficient for the purposes of these presents, the Company shall, when and as required by the Secretary of State, by the issue of further share capital or of debentures or otherwise as may be approved by the Secretary of State raise such further sum as may in the opinion of the Secretary of State be necessary for the said purposes upon such terms and conditions and in such manner and at such rate or rates of interest as the Secretary of State shall determine.
3. From and after the close of the half-year next after that in which the extension shall have been opened throughout for public traffic the said extension shall for all purposes form part of the said Railway and the Principal Contract and all other contracts entered into by the Company with regard to the said Railway shall thenceforth *mutatis mutandis* apply to the said Railway and the said extension as a whole save and except so far as the

Principal Contract and any such other contract may be modified varied or added to by these presents.

4. In clause 1 of the Principal Contract the definition of "gross earnings" shall include the rents for postal accommodation hereinafter referred to.
5. Clause 6 of the Principal Contract shall as regards the said extension be amended as follows :—

The said extension shall be a single line of the metre gauge and shall as regards permanent way, station accommodation and general structural character be built and maintained to a standard to be approved by the Secretary of State except that the steel rails need not exceed $41\frac{1}{4}$ lbs. per yard and subject to the proviso that the standard shall not be such as to compel the working agency to maintain special stock or to necessitate special or undue maintenance. Surveys, designs, specifications and estimates in relation to the construction or execution of the said extension and stations and other works shall, so far as the same shall be required by the Secretary of State, be furnished by the Company to the Secretary of State and shall be subject to his approval :

Provided always that the Company shall have free access to all surveys, plans, estimates, or information prepared or obtained by the Secretary of State for facilitating the construction of the said extension, but the Secretary of State will accept no responsibility for the accuracy of any such surveys, plans, estimates or information.

6. Clause 17 of the Principal Contract shall apply to the said extension as if the words "Senior Government Inspector of Railways Bombay" had been inserted in lieu of the words "Consulting Engineer of the Government of India" in the 15th and 16th lines thereof.
7. In addition to the provisions of clause 20 of the Principal Contract which concern the said Railway only the following provisions shall apply concerning the said extension that is to say the Secretary of State shall have full power to enter into any contract or agreement with any working agency for the working maintenance and management of the said extension either separately or as part of the said Railway until the determination of the Principal Contract or during any part of that period or may carry out the same through State agency. Any such contract or agreement may be to the purport and effect of the contract or agreement set forth in the Schedule hereto with such additions variations or modifications (if any) subject always to the provisions of the Principal Contract and these presents as the Secretary of State shall from time to time deem to be necessary or desirable. If and so long as the Secretary of State shall work the said extension or any part thereof either separately or as part of the said Railway through State agency the provisions contained in the said contract set forth in the Schedule hereto so far as applicable and the circumstances of the case will permit and with such additions variations and modifications subject as aforesaid as the Secretary of State shall deem to be necessary or desirable shall be observed by the State agency. Out of the gross earnings to be derived from working the said extension the Secretary of State shall in each half-year retain such a percentage as is by the effect of the 3rd clause of the said last-mentioned contract provided to be paid over to the working agency therein referred to ; or (if such contract shall not be entered into or shall be determined before the expiration or determination of this contract) such a percentage as may be provided in any other contract or agreement which may be entered into as in this clause provided ;

Page 175, Clause 7.—Substitute the words “60 per cent.” for the words “44 per cent.” occurring in this clause, *vide* clause 3 of the Supplemental Indenture, dated 28th July 1933.

(No. 42, dated 21st October 1933, to the Book of Contracts relating to Bombay, Baroda and Central India Railway, Volume I.)

In clause 44 of the Principal Contract the words “any other contract or agreement which may be entered into under the 20th section of these presents” shall include any contract or agreement entered into under this clause.

8. Clause 28 of the Principal Contract shall as from and after the period mentioned in clause 3 of these presents apply to the said railway and the said extension as a whole as if in lieu of the words and figure “4 per cent.” in the 8th line thereof the words and figure “5 per cent.” had been inserted, and in lieu of the figures “5,000” in the 9th and 16th lines thereof the figures “6,000” had been inserted.
9. In lieu of clause 29 of the Principal Contract the following provisions shall apply to the capital expenditure in respect of the said extension that is to say the Company shall within such period and by such instalments as the Secretary of State shall prescribe pay into such Treasury in India as the Secretary of State shall prescribe an aggregate sum of Rs. 13 lakhs or such other sum as the Secretary of State shall think sufficient (deducting therefrom the amount payable to the Agents for their brokerage and also all expenses referred to in clause 33 of the Principal Contract) to be raised by the increase of the share capital of the Company or by the issue of debentures or debenture stock of the Company. The aggregate of the amounts payable respectively on application and allotment of the aforesaid sum of Rs. 13 lakhs or such other sum as aforesaid shall be at the rate of Rs. 100 per share of Rs. 500, or Rs. 100 per debenture of Rs. 500 and shall constitute the first of the said instalments.
10. Clause 31 of the Principal Contract shall apply to the said extension as if the sum of Rs. 20 lakhs therein referred to had been the aggregate sum mentioned in the first part of the last preceding clause of these presents.
11. Clause 34 of the Principal Contract shall apply to the said extension as if in lieu of the words and figures “Rs. 5,000 per annum towards the office expenses and expenses of management of the Company” the words and figures “Rs. 1,000 per annum being part of the sum of Rs. 6,000 per annum referred to in clause 28 (as amended in accordance with clause 8 above) of the Principal Contract” had been inserted.
12. From and after the close of the half year next after that in which the said extension shall have been opened throughout for public traffic separate accounts will not be kept for the said extension but the accounts of the extension shall be amalgamated with those of the said Railway and the provisions embodied in clauses 36 to 43 of the Principal Contract shall *mutatis mutandis* be held to apply.
13. Clauses 50 (2) and 51 of the Principal Contract shall apply as if in lieu of the date “31st day of December 1917” where appearing in such clauses the date “31st day of December 1930” had been inserted.
14. The Company shall from time to time if so required by the Secretary of State by notice in writing forthwith construct or provide at the

cost of capital at all railway stations or at any such railway station or stations as may be selected by the Secretary of State on the said Railway and on the said extension such suitable offices rooms buildings and conveniences for post-office purposes and for quarters for the postal staff as the Secretary of State may reasonably require or find necessary for the postal service. A rental shall be paid by the Postal Department at a rate not exceeding $7\frac{1}{2}$ per cent. per annum on the capital cost so incurred exclusive of the value of the land occupied, and such rental shall be included in the gross earnings of the Company. If any question shall arise as to the extent or size or quality or mode or materials of construction of the said postal accommodation, the same shall be referred to arbitration for decision as to whether the proposed accommodation is or is not reasonably suitable for the purpose under the provision for arbitration contained in the Principal Contract.

15. Nothing in these presents shall be deemed to restrict the right of the Company to give notice of their desire to extend the said Railway or prolong the said extension to Udaipur under clause 3 of the Principal Contract.
16. The Company shall from time to time satisfy themselves of the correctness of the plans used in the construction of the said extension and of the sufficiency of the bridges and culverts and generally the waterways provided on the said extension and as to their sufficiency for the safety of the said extension and for the protection of the interests of the various persons owning or cultivating lands in the vicinity of the same and shall assume all liability for and indemnify the Secretary of State against all actions or suits (including all legal costs and charges incurred by the Secretary of State) which may at any time be brought against the Secretary of State whether jointly with the Company or any other person or persons or alone for or in respect of any damage due or alleged to be due to any insufficiency or alleged insufficiency or the location of any bridges, culverts, waterways or other works constructed on the said extension or for or in respect of any damage due or alleged to be due by reason of the construction of the said extension in any respect whatsoever.
17. The under mentioned works which have been included in the project estimates of the said extension shall for the time being be omitted or varied as hereunder specified: Provided always that if at any time hereafter (prior to the determination of the Principal Contract) it shall in the opinion of the Secretary of State have become necessary to execute alter or complete the said works or any of them, such works or any of them shall from time to time as and when required by the Secretary of State be executed altered or completed in all respects in accordance with this contract and such sum or sums of money as may be required by the Secretary of State for executing altering or completing the same shall as and when required by the Secretary of State be provided and paid to him by the Company out of capital.
 1. Passenger platforms at Waktapur, Jhadar, Idar, Vadali and Brahmahed to be shingled instead of metalled.
 2. Goods platforms at the said stations to be omitted.
 3. Gangmen's quarters (11 blocks of 8 units each) to be omitted.
 4. Nine wells for gangmen and staff quarters to be omitted.

IN WITNESS whereof Robert Charles Francis Volkers, the Secretary to the Railway Board acting in the premises for and on behalf of the Secretary of State in Council of India has hereunto set his hand and seal, and the Ahmedabad-

Prantej Railway Company Limited has caused its common seal to be hereunto affixed the day and year first above written.

Signed, sealed, and delivered by the
said Robert Charles Francis Volkers,
Secretary to the Railway Board acting
in the premises for and on behalf of the
Secretary of State in Council of India in
the presence of—

R. C. VOLKERS.

E. A. RUNDLETT,
Assistant, Railway Board.

C. H. L. HARVEY,
Assistant, Railway Board.

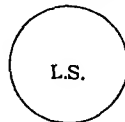
The Common seal of the Ahmedabad-
Prantej Railway Company Limited was
hereunto affixed in the presence of—



DAYABHAI HARJIVANDAS, }
PURSHOTAMDAS THAKURDAS, } *Directors.*

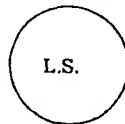
Signed, sealed and delivered by Daya-
bhai Harjivandas and Purshotamdas
Thakurdas, two of the Directors of the
above named Company in pursuance of
a Resolution of the Board of Directors
passed on the 24th day of November
1910 in the presence of—

DAYABHAI HARJIVANDAS.



PURSHOTAMDAS THAKURDAS.

H. A. H. PAYNE,
Solicitor, Bombay.



AHMEDABAD-PARANTIJ RAILWAY.

Schedule Contract date 24th November 1910 for Idar-Brahmakhed Extension.

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THIS INDENTURE is made the 30th day of June 1916, BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called "the Secretary of State") of the 1st part, THE AHMEDABAD-PRANTEJ RAILWAY COMPANY LIMITED (hereinafter called "the Company") of the 2nd part and THE BOMBAY BARODA AND CENTRAL INDIA RAILWAY COMPANY (hereinafter called the Working Agency) of the 3rd part.

WHEREAS this Indenture is intended to be supplemental to the following Indentures viz. (1) an Indenture (hereinafter called the Principal Contract) dated the 13th day of March 1896 made between the Secretary of State of the one part and the Company of the other part being an Agreement for the construction and the working maintenance and management by the Secretary of State of the Railway to which the Principal Contract relates either through State Agency or some other Agency to be selected by him, (2) an Indenture dated the 4th day of June 1896 and made between the Secretary of State and the Working Agency being an Agreement for working the said Railway by the Working Agency which was modified by an Agreement between the same parties dated the 1st day of February 1901, and which expired at the end of the year 1905 but was continued in force by arrangement in another Agreement between the same parties dated the 8th day of April 1907, (3) an Agreement dated the 29th day of January 1902 made between the Secretary of State and the Company modifying the Principal Contract, (4) an Agreement dated the 17th day of September 1907 confirming the arrangement for continuance of the working of the said Railway by the said Working Agency and further modifying the said Principal Contract, (5) an Indenture dated the 2nd day of October 1908 and made between the Secretary of State and the Working Agency for the working as part of the said Railway of an Extension of the said Railway then about to be constructed (6) an Indenture dated the 24th day of November 1910 and made between the Secretary of State and the Company being an Agreement for the construction maintenance and working of the said Extension as part of the said Railway and modifying the Principal Contract so as to apply thereto accordingly hereinafter called "the Extension Contract."

AND WHEREAS it is desired to alter and modify in manner hereinafter appearing the terms of the said recited Indentures as regards the dates at which a year and a half-year shall be deemed to begin and end for the purposes of the yearly and half-yearly accounts and payments of the said Railway.

NOW THIS INDENTURE WITNESSETH that it is hereby mutually agreed and declared between and by the parties hereto as follows :—

- (1) As from the first day of April 1913 all yearly and half-yearly accounts relating to the said Railway to be made up under any of the provisions of the hereinafore recited Indentures shall be made up to the 30th day of September or the 31st day of March (as the case may be) in every calendar year upon the basis that for the purposes of such accounts each year shall be deemed to commence on the first day of April and to end on the 31st day of March following so as to correspond with the Government financial year in lieu of the calendar year, and the first half-year shall be deemed to commence on the 1st day of April and to end on the 30th day of September following and the second half-year to commence on the 1st day of October and to end on the 31st day of March following.
- (2) As from the said 1st day of April 1913 Clause 28 of the Principal Contract as applied by Clause 8 of the Extension Contract shall be read and construed as if the words "the end of each financial year" had been substituted for the words "the end of each calendar year" in the said Clause 28 and all references in such Clause 28 as so applied shall be deemed to mean the financial year as stated in Clause 1 of these presents and the first half of each year in the said Clause 28 mentioned shall be the half-year from the 1st day of April to the 30th day of September.
- (3) All references to a year or a half-year in any Clauses of the hereinbefore recited Indentures relating to the yearly or half-yearly accounts calculations or payments in connection with the said Railway shall be construed as referring to the financial year or half-years (as the case may be) hereinbefore mentioned.

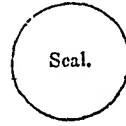
IN WITNESS whereof Thomas Ryan, Secretary to the Railway Board, acting in the premises for and on behalf of the Secretary of State for India in Council, has hereunto set his hand, and the Ahmedabad-Prantej Railway Company, Limited, and the Bombay Baroda

and Central India Railway Company, respectively, have hereunto caused their common seal to be affixed, the day and year first above written.

SIGNED AND DELIVERED by the above-
named THOMAS RYAN in the presence of SAT-
YENDRA NATH SEN, Stenographer, Railway
Board. }

T. RYAN.

The common Seal of the Ahmedabad-Prantelj
Railway Company, Limited, was hereunto affixed in
the presence of— }



KILABHAI DULABHRAM.
PURSHOTAMDAS TRIKAMDAS.
KILLICK, NIXON & Co.

Agents.

The common Seal of the Bombay, Baroda and
Central India Railway Company was hereunto affixed
in the presence of— }



W. V. CONSTABLE,

Director.

C. A. R. CROMMELIN,

Secretary.



THIS INDENTURE, made the twenty-fifth day of March 1902, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA of the one part, and THE AHMEDABAD-DHOLKA RAILWAY COMPANY, LIMITED, of the other part.

WITNESSETH, and it is hereby agreed and declared as follows :—

Interpretation of Terms.

1. In this Contract—

The expression “ the Secretary of State ” means the Secretary of State in Council of India.

The expression “ the Company ” means the Company party to these presents.

The expression “ the said railway ” means and includes the railway mentioned in the third clause of this Contract, together with all the appurtenances thereof.

The expression “ the working agency ” means any State agency or other agency by which the said railway may for the time being be worked on behalf of the Secretary of State under the provisions in that behalf herein-after contained.

The expression “ gross earnings ” means and includes the gross earnings to be derived from the working of the said railway, and also the rents of any buildings belonging to the said railway and occupied by servants of the said railway or of the working agency which may be charged to the occupiers of such buildings under the rules in relation thereto for the time being in force on the railway of the working agency, and tolls on bridges, and other sources of income which are treated as revenue on Indian railways generally, but does not include book entries for the carriage of stores to be used in the maintenance or working of the said railway, or for services rendered and work done in relation thereto respectively, and for which no cash payment is made, nor any sum allowed by way of rebate under clause 28 hereof.

The expressions “ net earnings ” and “ net receipts ” have the meanings attributed to them respectively in clauses 27 and 28 hereof.

The expression “ months ” means calendar months.

Duration of Contract.

2. This Contract shall continue in force until it shall be determined under any provision herein-after contained in that behalf.

Construction of Railway.

3. The Company shall, in the manner herein-after provided, supply to the Secretary of State the funds required to enable him to construct, complete, and make ready and fit for opening for public traffic throughout, on a route to be selected and determined by the Secretary of State, a railway from outside the western fence of the Rájputána-Málwa Railway Station at Sabarmati to Dholka in Gujarat, with all such stations, station-yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employés, fixed machinery, tools and plant, office furniture and equipment, conveniences, and works as shall be necessary or proper for the purposes of the said railway, either as regards the due working of the same, or as regards the permanence of the same, and the protection of the same from destruction or injury by inundation, tempest, or otherwise.

4. The Secretary of State shall from time to time provide free of cost to the Company the land in British territory which he shall consider requisite for the construction of the said railway and for the stations, station-yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employés, conveniences, and works necessary or proper for the purposes of the said railway; but this provision shall not include land required for quarrying, ballast, brickfields, and kindred purposes, nor any land within the boundaries of the Bombay, Baroda, and Central India Railway, required for the crossing of that railway by the said

railway in the neighbourhood of Sabarmati. The Secretary of State shall allow the Company, or the working agency for the time being, to have possession during the continuance of this Contract of the land so provided. The Company shall from time to time, with the sanction of the Secretary of State, as soon as practicable, relinquish to the Secretary of State such of the land of which the Company shall have been allowed possession under this Contract as shall for the time being have become unnecessary to be retained by the Company for any of the purposes of this Contract. And as often as in the opinion of the Secretary of State it shall appear to be unnecessary that the Company shall retain possession of any particular land of which the Company shall have been allowed possession under this Contract, the Secretary of State shall certify such his opinion to the Company. Upon receipt of such certificate, or so soon thereafter as may be, the Company shall state in writing whether it acquiesces in the opinion of the Secretary of State or whether it objects thereto, and if so the grounds of its objection. If no objection is stated by the Company, or if the grounds of its objection (if any) are not in the opinion of the Secretary of State sufficient, the Company shall, upon the requisition of the Secretary of State, forthwith relinquish to him the land in question.

5. The Secretary of State will use his influence with the Bombay, Baroda, and Central India Railway Company to facilitate the crossing of their lines at Sabarmati by the said railway.

6. The said railway shall be a single line of the metre gauge, and shall, as regards permanent way, station accommodation, and general structural character, be equal in all respects to the standard of the Rájputána Málwa Railway, except that the steel rails need not exceed $41\frac{1}{4}$ lbs. to the yard, so that it may be worked by the rolling stock in use on that railway, and so that it shall not require special or undue maintenance. Surveys, designs, specifications, and estimates in relation to the construction or execution of the said railway and stations, and other works shall, so far as the same shall be required by the Secretary of State, be furnished by the Company to the Secretary of State and shall be subject to his approval.

Provided always, that the Company shall have free access to all surveys, plans, estimates, or information prepared or obtained by the Secretary of State for facilitating the construction of the said railway, but the Secretary of State will accept no responsibility for the accuracy of any such surveys, plans, estimates or information.

7. For the more convenient and economical construction of the said railway, the execution thereof will be undertaken by the Secretary of State, through such agency as he shall appoint, but at the entire cost and risk of the Company, and so that under no circumstances shall any charge be placed on him by reason of this arrangement, directly or indirectly. The works shall be carried out in accordance with designs and specifications to be approved by the Secretary of State, and under the inspection and supervision of engineers to be appointed or approved by him for that purpose in India. The Company shall forthwith from time to time, and as required by the Secretary of State, supply him in India, under clause 29 hereof, with the funds necessary for carrying out the works, as well for the cost of materials and labour, as for such remuneration (if any) as the Secretary of State may sanction to the officers and servants of the agency exclusively employed in or about the said construction, and other charges of whatever description. Provided always that any works already executed along the route of the said railway under the authority of the Secretary of State, by the employment of Famine labour, which in the opinion of the Secretary of State should appropriately be utilized for the purposes of the said Railway shall be taken as portion of the works constructed under this Contract and shall be charged for at commercial rates at a value not exceeding rupees fifty-four thousand and three hundred in all.

To meet the expense of supervision, and of the audit of the accounts of the construction by the Agency employed thereon, an amount equal to four per cent. on the capital outlay on the construction of the said railway and works; exclusive of the prime cost, freight and insurance, and railway carriage of all stores procured beyond India, and exclusive of the cost of, and railway carriage of stores purchased in India for the said railway, shall be paid by the Company to the Secretary of State. The Company shall also pay a commission of $1\frac{1}{2}$ per cent. on all stores purchased for the said railway and works in England or India by the

Secretary of State or the working agency to cover all disbursements made in connection with the preparation of specifications for, and the supply, inspection, and approval of such stores.

8. All the expenditure by the Secretary of State on account of the construction of the said railway, or in connection therewith, as approved and sanctioned by the Secretary of State and certified under his authority, shall be accepted by the Company as conclusive, and shall not be liable to question in any particular.

9. The Company shall from time to time furnish the Secretary of State with full particulars of all expenditure incurred by them on account of the said railway under this Contract, and any other information that he may require in respect of transactions relating to the said railway.

10. The Secretary of State shall from time to time furnish or cause to be furnished to the Company statements of the sums required from time to time by him or the working agency, and also complete accounts of the expenditure for the construction of the said railway incurred by him on behalf of the Company, together with suitable reports as to the progress and condition of the works.

11. The works, buildings, sidings and conveniences from time to time required within the boundaries of the Rájputána-Málwa Railway for the purpose of effecting a junction between the said railway and the Rájputána-Málwa Railway at Sabarmati Station, as approved by the Secretary of State, shall be provided by or under the direction of the Secretary of State and free of cost to the Company. No charge or toll shall be made or levied upon or from the said railway or any persons or company working the same in respect of the use of the land, lines, platforms, buildings, or other conveniences at the said station in excess of the sum to be retained from the gross earnings of the said railway under clause 27 of these presents.

12. The Secretary of State shall from time to time notify to the Company the route of the said railway so far as such route shall from time to time have been determined by him.

13. The Secretary of State shall have power to determine the situation and dimensions of all stations, station-yards, offices, warehouses, houses for employés, conveniences, and works to be constructed in connection with or as part of the said railway.

14. The Secretary of State will make such arrangements with the railway administrations concerned that the rates to be charged to the Company or the Secretary of State for the carriage over the Rájputána-Málwa Railway, and over the Bombay, Baroda and Central India Railway, of all materials, plant, and stores required for the construction of the said railway and the works connected therewith, shall be the same as are charged on those lines respectively for materials, plant, and stores used for similar purposes on those railways.

15. The Secretary of State will provide and maintain such a force of police as, with the approval of the Secretary of State, shall from time to time be required for the protection of so much of the said railway as shall for the time being be under construction. The cost of providing and maintaining such police shall be taken to be as from time to time stated by the Secretary of State, and shall be paid from time to time from the capital funds of the Company to the Secretary of State on demand.

16. The Secretary of State may from time to time construct at his own cost such electric telegraph and telegraphic appliances as he shall think fit along or upon the said railway, or any part or parts thereof, or any land or works belonging thereto, and may maintain and work the same electric telegraphs and telegraphic appliances as he shall think fit, and may erect, maintain, make, do, and execute on the said railway, or on any lands or works belonging thereto, all such buildings, machinery, works, acts, and things as he shall consider necessary or proper in relation to the construction, maintenance, use, and working of the said electric telegraphs and telegraphic appliances. The Secretary of State shall be exclusively entitled to the possession of all buildings, machinery, works, and appliances erected or brought by him under the powers conferred on him by this clause on the said railway, or on any land or works belonging thereto.

Opening of the Railway.

17. From time to time, when and so often as an Inspecting Officer acting on behalf of the Secretary of State shall have certified that the whole or any part of the said railway has been constructed in accordance with the provisions herein contained, and is ready and fit for the conveyance of passengers and goods, there shall be prepared by some person duly empowered by the Company in that behalf, and at the expense of the Company, a specification of such whole or part as aforesaid of the said railway, describing the nature and quality of the works, and setting out fully the general details of the construction of the same as regards earthworks, bridges, ballast, permanent-way, stations, buildings, and all other matters and things of a permanent character, so as to show in every particular the standard up to which the works have been constructed, together with plans and working drawings of the same; and also an account showing the amount of capital moneys expended thereon. Such specification, plans, working drawings, and account, herein-after called documents, when approved by the Secretary of State, shall be signed by the Consulting Engineer of the Government of India or other officer or officers duly authorised in that behalf to act on behalf of the Secretary of State, and by the Agent of the Company or other officer duly empowered to act on behalf of the Company, and shall be retained by the Secretary of State. The said specification, plans, and account shall from time to time be revised and completed up to date as occasion shall require.

18. As soon as may be after the said documents have been so approved and signed as aforesaid, such part of the said railway as the said specification, plans, and account respectively refer to shall be opened for public traffic, and may be worked in the manner herein-after mentioned.

Maintenance and Working.

19. The Secretary of State shall thenceforth, until the determination of this Contract, work and maintain the said railway or such part thereof as shall for the time being have been so opened, and shall provide and maintain all necessary rolling stock through State agency or through another agency to be selected by him in that behalf, on the terms and subject to the provisions herein-after expressed.

20. The Secretary of State shall have full power to enter into any contract or agreement with any working agency for the working, maintenance, and management of the said railway during the period aforesaid or during any part thereof, or may carry out the same through State agency. Any such contract or agreement may be to the purport and effect of the contract or agreement set forth in the schedule hereto, with such additions, variations, or modifications (if any), subject always to the provisions of these presents, as the Secretary of State shall from time to time deem to be necessary or desirable. If and so long as the Secretary of State shall work the said railway or any part thereof through State agency the provisions set forth in the said contract, so far as applicable and as the circumstances of the case will permit, and with such additions, variations, and modifications, subject as aforesaid, as the Secretary of State shall deem to be necessary or desirable, shall be observed by the State agency.

21. All the business connected with the management and maintenance of the said railway and conducting the traffic thereon, including police and telegraphs and telegraphic appliances, shall in all respects, as far as practicable, be carried on in the same manner and subject to the same regulations and control by the Secretary of State as the like business on the Rájputána-Málwa Railway, and the Company shall not interfere or be concerned with such business.

22. The rates and fares for the carriage of goods and passengers over the said railway or any portion thereof shall be such as may from time to time be arranged between the Secretary of State and the working agency, and the classification of goods thereon shall be in conformity with that from time to time in force on the Rájputána-Málwa Railway: provided that the rates, fares, and terminals, if any, shall be within the maximum and minimum rates, fares, and terminals, if any, for the time being in force on the Rájputána-Málwa Railway.

23. If the Company shall with the approval of the Secretary of State, provide on any of the bridges forming part of the said railways, roadways for foot passengers, cattle, or carts or other vehicles, the working agency shall be at liberty to charge tolls on the traffic over such roadways according to tariffs to be settled by the Secretary of State.

24. The Company shall, during such time as the said railway or any part thereof shall be worked by the Secretary of State or through any such agency as aforesaid, be liable to provide funds for making good all damage to the said railway and works which shall be due to extraordinary casualty affecting the same, of such a nature that, in accordance with the customary practice on Indian railways, the cost of making good such damage would be made a charge against capital. Provided that if in any case the Secretary of State and the Company shall not agree as to the liability of the Company under this clause, the Secretary of State will cause the matter, in question to be referred to arbitration in accordance with clause 55 hereof, and so far as it shall be decided on such arbitration that any charge should be excluded from working expenses it shall be borne by the Company and be charged to the capital account of the said railway, and such decision shall be binding on the Company.

Alterations, Improvements and Additions.

25. The Secretary of State may from time to time give notice in writing to the Company, and to the working agency on behalf of the company, of any reasonable alteration, improvement, or addition which may, in his opinion, be required to be made in or to any part of the said railway or any of the stations or works belonging thereto, either for the protection and security of the works and stations, the safety of passengers or of the public, or for meeting the development of traffic on or for the effectual working of the said railway or otherwise, and which is estimated to cost more than Rs. 1,000. Such notice shall specify the alteration, improvement, or addition required, and shall also in general terms describe the works to be executed for the purpose of effecting the same, and state approximately what such works are expected to cost. The Secretary of State shall provide, free of cost to the Company, any land that may be requisite for the purpose of the said works, except land to which the provisions of clause 4 hereof do not apply. Any land provided under the provisions of this section shall, as between the Secretary of State and the Company, be subject as nearly as may be to the stipulations and provisions to which it would have been subject under this contract if it had been land provided by the Secretary of State for the original construction of the said railway, or of works necessary or proper for the purposes thereof, and the said works when executed shall be deemed to be works belonging to the said railway, and the Company and the Secretary of State shall, subject to the provisions herein-after contained, respectively be in the like relative positions in respect to the approval of the designs and construction of such works and the supply of funds to the Secretary of State as required by him for such construction as they respectively would have been in if the said works had been part of the original works belonging to the said railway. If on receiving any notice under this clause the Company shall fail or neglect to supply under clause 29 hereof the funds as required for any such works for which under this clause they are liable to make provision, the Secretary of State shall be at liberty by himself or through the working agency to provide all or any of the moneys required for the said works, and to expend the same in the execution of such works, and the Company shall from time to time on demand pay to the Secretary of State, or into such Government Treasury in India as he shall from time to time appoint for the purpose, a sum equal to the amount which the Secretary of State shall from time to time have expended in manner aforesaid as stated by him. Provided always, that in case the Company shall object to the reasonableness of any work, estimated to cost more than Rs. 10,000, required by the Secretary of State to be done under the provisions of this clause for meeting the development of traffic, or for any reason other than the safety of passengers or of the public, or the effectual working of the railway in the manner above provided, and the Secretary of State, shall not withdraw his notice to do the work, the matter in difference shall be referred to arbitration under the proviso for arbitration herein-after contained, and the Company shall not be bound to provide the funds therefor until an award on such reference is made upholding the reasonableness of the requirement of the Secretary of State. The cost of such reference shall be borne in such manner as

the arbitrators shall award, and if and so far as such cost shall be directed to be borne by the Company, the same shall be a charge against the capital of the Company.

26. The cost of works the execution of which shall be required under the preceding clause and shall be carried out by the working agency on behalf of the Company shall be dealt with as follows :—

- (a) All such works costing more than Rs. 1,000 shall be charged to the capital account of the Company.
- (b) Petty works costing not more than Rs. 1,000 each shall be charged to revenue, and shall be met from the sum allowed to the working agency for the maintenance and working of the said railway. Provided always, that if for any half year the aggregate expenditure on petty works thereon shall exceed 20 rupees per mile open, such excess shall be charged to the capital account of the Company, and shall be met by the Company.

Application of Gross Earnings.

27. Out of gross earnings the Secretary of State shall in each half year retain such a percentage as is in the 22nd clause of the contract or agreement set forth in the schedule hereto provided to be paid over to the working agency therein referred to; or (if such contract shall not be entered into or shall be determined before the expiration or determination of this contract), such a percentage as may be provided in any other contract or agreement which may be entered into under the 20th section of this contract; or (if the said railway shall be worked and maintained through State agency) such a percentage as the Secretary of State shall consider just or reasonable, but such percentage shall not in either case exceed for any half year such a percentage of the gross earnings for that half year as shall be equivalent to the percentage of the working expenses in relation to gross earnings of the Rājputāna-Mālwa Railway for the same half year, and shall not exceed in any year 50* per cent. of the gross earnings of the said railway for the same year; which sum or percentage so retained shall be in full satisfaction and remuneration for the use of all necessary rolling stock and machinery (other than fixed machinery), and for working, managing, and fully and efficiently maintaining, renewing, and upholding the said railway and railway stations, station-yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses, for employes, fixed machinery, tools and plant, office furniture and equipment, conveniences, and works, and the remainder of such gross earnings for each half year shall be the net earnings of the Company for the said half year, and shall be paid by the Secretary of State to the Company, less any sum which may have been advanced by the Secretary of State in anticipation of the declaration of a dividend and on account thereof.

Provided always, that the Secretary of State shall be at liberty to apply any moneys payable to the Company under this clause to any of the purposes for which the Company are under this contract bound to provide the funds, in case there shall be no capital money in the Government Treasury at the time available, and also to deduct from any such moneys all moneys (if any) which shall for the time being be owing to the Secretary of State by the Company under this contract, and which the Company ought to have paid, but shall have failed to pay into any Government Treasury in India. All moneys so retained and applied or deducted to be afterwards recouped to the Company out of capital as soon as the same can be raised.

Rebate.

28. The Secretary of State shall allow to the Company, in respect of and at the end of each calendar year commencing at the close of the period during which interest shall be payable out of capital under clause 34 hereof, by way of rebate, such a sum, not exceeding in any year 10† per cent. of the combined shares attributable to the Bombay, Baroda and Central India Railway and the Rājputāna-Mālwa Railway, of the gross earning from traffic, except stores, inter-

* NOTE.—The percentage in clause 27 should be read as 44 per cent. with effect from 1st July 1900. *Vide* clause 10 of the Contract dated 1st February 1901 between the Secretary of State and the B. B. & C. I. Rly. Co. (printed along with T. V. Rly. contract).

† NOTE.—As from the 1st July 1908 "45 per cent." should be substituted for "10 per cent.". *Vide* Contract, dated 12th November 1908 between Secretary of State and A. D. Ry. Co. and Contract, dated 10th July 1908 between Secretary of State and the B. B. & C. I. Rly. Co.

changed between the said last-mentioned railways, or either of them, and the said railway, as shall, together with the net earnings of the Company for the said year, make up an amount equal to interest for the year at a rate of 4 per cent. per annum on the actual expenditure charged in the capital account, and shall also allow the sum of Rs. 5,000 for each year for or towards the office expenses and the expenses of management of the Company, and shall also pay all such legal expenses as may be properly incurred by the Company, and approved by the Secretary of State or the Government of India and as are debitable to revenue. Provided always, that when the net earnings of the Company in any year shall exceed the minimum amount sufficient to pay a dividend of 4 per cent. per annum, such excess shall be applied towards the reduction of the allowance for or towards the office expenses and the expenses of management. The payments under this clause, shall be calculated at the close of each year, but payments on account and subject to adjustment may be made at the close of the first half of each year.

The Company's net earnings for each year, together with such rebate as aforesaid for such year, shall constitute the Company's net receipts for that year.

[*Note*.—As from the 1st day of April 1913 this clause shall be read and construed as if the words "the end of each financial year" had been substituted for "the end of each calendar year" therein and all references in this clause to the said year shall be deemed to mean the financial year and the first half of each year shall be the half year from the 1st day of April to the 30th day of September. *Vide* paragraph 2 of Supplemental Contract, dated 30th June 1916 between the Secretary of State, the Ahmedabad Dholka Railway Coy., Ltd, and the B. B. & C. I. Rly. Coy.]

Capital Expenditure.

29. The Company shall, within such period and by such instalments as the Secretary of State shall prescribe, pay into such Treasury in India as the Secretary of State shall prescribe an aggregate sum of 13 lakhs of rupees, or such less sum as the Secretary of State shall think sufficient, deducting therefrom the amount payable to the promoters for their commission of $3\frac{1}{2}$ per cent. on the subscribed capital of the Company to cover the remuneration of the promoters, and all expenses, including legal expenses and expenses of advertising and printing of or in connection with the floating of the Company, and deducting also all other expenses referred to in clause 33, to be raised as the Secretary of State shall direct or allow, either in shares or stock, or by the issue of debentures or debenture stock. The aggregate of the amounts payable respectively on application and allotment of the aforesaid sum of 13 lakhs of rupees, or such less sum as aforesaid, shall be not less than Rs. 20 per share of Rs. 100 and shall constitute the first of the said instalments.

30. All moneys which the agency to be appointed by the Secretary of State for the construction of the said railway or the Company shall, to the satisfaction of the Secretary of State, require to defray expenditure on behalf of the Company under this Contract, not exceeding in the aggregate the amount paid to the Secretary of State under clause 29, shall be supplied to the said agency or the Company by the Secretary of State in India, according to such arrangements as shall from time to time be made between the Secretary of State and the said agency.

31. Whenever the expenditure on account of the said railway, properly chargeable to capital, shall exceed the said sum of 13 lakhs of rupees, and further moneys shall be required for the like expenditure or for such additional works as may be required under the provisions of clause 25 of this Contract, the Secretary of State may require the Company to raise such additional amount as shall be deemed by him necessary for such purposes.

32. Except as herein provided, no capital expenditure by the Company shall be allowed as between the Secretary of State and the Company unless the prior sanction of the Secretary of State shall have been obtained thereto.

33. The Company shall pay, as the Secretary of State shall require, such amount as shall be approved by the Secretary of State on account of the cost of all preliminary surveys and estimates, and other expenses undertaken on behalf of the Company for the purposes of the said railway, before the date of the

opening of the same for traffic throughout, and may charge the same as capital expenditure of the said railway.

34. The Company (so far as authorized so to do by its constitution, and subject to the law for the time being in force in British India) may during a period which shall extend to the close of the half year next after the half year during which the said railway shall be actually completed and opened for traffic, or to the 31st day of December 1903, whichever period shall be the shorter, pay out of capital any sums by way of interest on the amounts from time to time *bonâ fide* paid up on the issued share capital of the Company, not amounting, together with the net receipts of the Company for the period in respect of which such interest is paid, to more than 4 per cent. per annum on the sums in respect of which the interest is paid; and may also during the period aforesaid pay out of capital the sum of Rs. 5,000 per annum towards the office expenses and expenses of management and direction of the Company. The moneys paid out of capital under this clause may be charged to capital account as part of the original cost of construction.

Restriction on raising of new Capital.

35. The Company shall not, during the continuance of this contract, without the sanction in writing of the Secretary of State and of the working agency respectively, first obtained, at any time increase its share or stock capital, or borrow any moneys; but this stipulation shall not necessitate the sanction of the Secretary of State or of the working agency to the borrowing of money by the Company at a reasonable rate of interest for *bonâ fide* temporary purposes.

Accounts.

36. The Secretary of State shall keep or require to be kept in rupee currency in India a distinct and separate account of the gross earnings derived by him or by the working agency from the working of the said railway, or of such part or parts thereof as shall for the time being be open for public traffic. Such account shall be made up half-yearly to the (30th day of June*) 30th day of September† and the (31st day of December) 31st day of March‡ in each year, and a summary thereof shall be rendered to the Company in India. The Secretary of State shall also within a reasonable time furnish to the Company a return of the approximate gross earnings for each week.

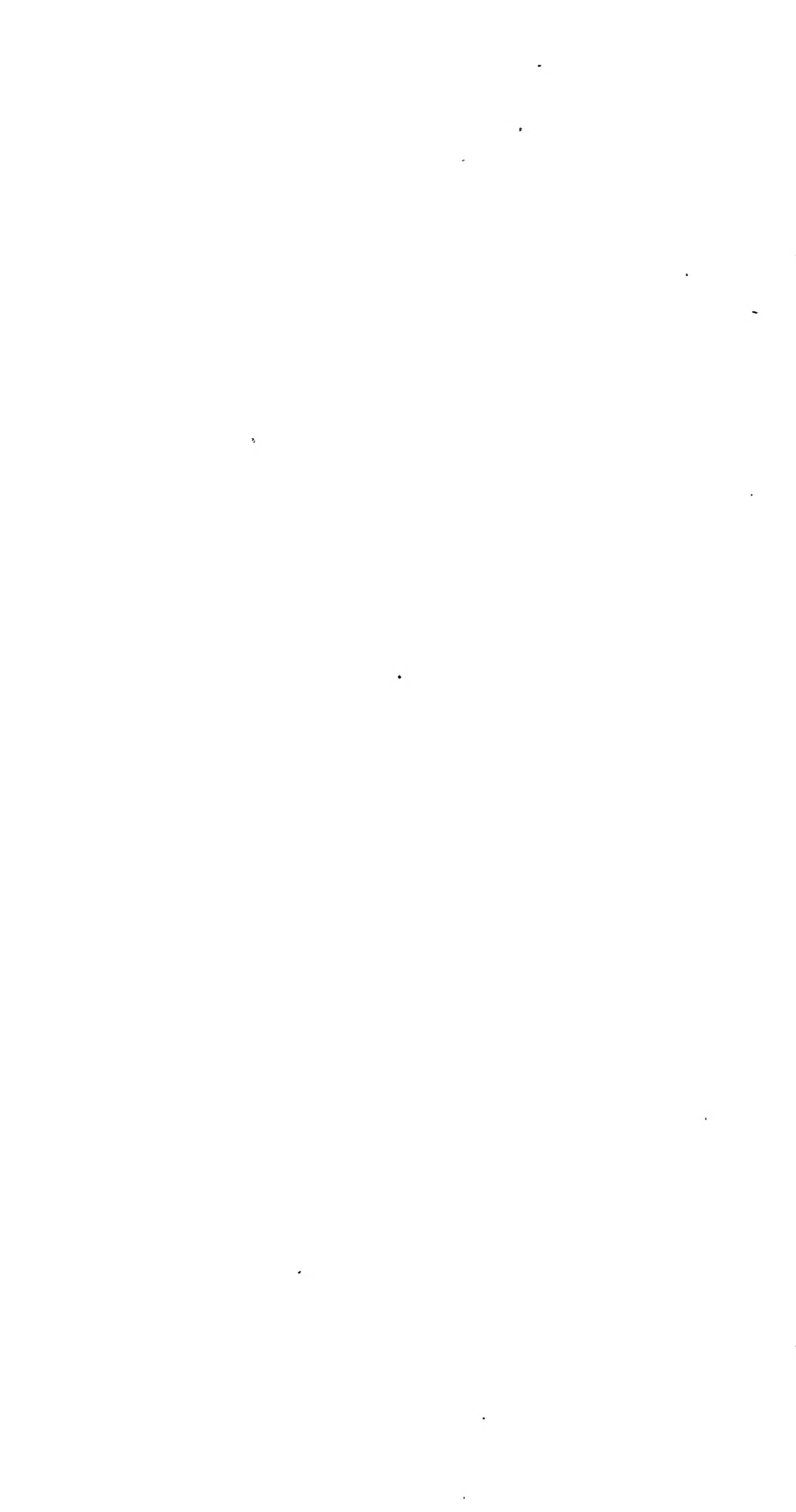
37. The Secretary of State shall keep or cause to be kept in India all such subsidiary accounts and vouchers as shall be proper and sufficient for the preparation and verification of the account aforesaid; and the said accounts and vouchers shall be open at all reasonable times to inspection and transcription by some person or persons to be authorized by the Company in that behalf and approved by the Secretary of State and at the expense of the Company. The Secretary of State shall afford or cause to be afforded to such person or persons all proper and sufficient facilities, for such inspection and transcription, and shall on the reasonable requirement of the Company and at the expense of the Company (provided such requirement be notified in writing to the Secretary of State within 30 days after the receipt by the Company of the summary aforesaid for any half year) duly verify or cause to be verified the accounts for such half year. If after such verification the Company shall require any alteration to be made in any such accounts or summary, and if the Secretary of State shall not consent to the proposed alteration, the matter in difference shall be referred to arbitration under the proviso for arbitration herein-after contained.

38. Every summary of account with respect to which, or to the accounts on which it is based, no such written requirement of verification as aforesaid shall have been delivered to the Secretary of State within the 30 days after the receipt by the Company of the said summary aforesaid, shall be deemed to be conclusively settled between and shall be binding upon the parties, except that if and whenever any error shall be discovered in any such summary or account, such error shall be rectified and allowed for in the account for the half year in which the error shall be discovered or for any subsequent half year.

* Superseded from 1st April 1913. *Vide* paragraph 1 of Supplemental Contract, dated 30th June 1916 between the Secretary of State, the A. D. Rly. Co. and the B. B. & C. I. Rly. Co.

† Substituted—*Vide* do. do. do.

[NOTE.—As from 1st April 1913 substitute "financial year or half year" for year or half year (as the case may be) in clauses 27, 37, 38 and 39 *Vide* paragraph 3 of Supplemental Contract, dated 30th June 1916 between the Secretary of State, A. D. Rly. and B. B. & C. I. Rly. Cos.,]



39. The Secretary of State shall keep or cause to be kept an account between the Secretary of State and the Company in rupee currency, in which from time to time shall be entered—

- (a) *To the Credit of the Company.*—All sums paid by the Company to the Secretary of State under clause 29 hereof, and all receipts of the Secretary of State arising from the sale of stores or other property originally paid for from capital or otherwise properly attributable to capital in accordance with the usage of Indian railways or this Contract.
- (b) *To the Debit of the Company.*—All expenditure incurred by the Secretary of State properly chargeable to capital under the provisions herein contained, and all sums becoming payable to the Secretary of State under the said provisions and from time to time remaining unpaid.

And if at the end of any half year there shall be a balance to the debit of the Company on the said account, and such balance be not paid to the Secretary of State on or within a month after his demand, the Company shall pay to the Secretary of State interest on the amount so remaining unpaid at the rate of 6 per cent. per annum from the date of balancing such half-yearly account, and the Secretary of State may deduct all such interest from any sums becoming payable to the Company under the provisions of this Contract.

[Note.—As from 1st April 1913, substitute “financial year or half year” for “year or half year” (as the case may be) in clauses 27, 37, 38 and 39. *Vide* paragraph 3 of Supplemental Contract, dated 30th June 1916 between Secretary of State, the A. D. Rly. Co., and the B. B. & C. I. Rly.]

40. The Secretary of State shall keep or cause to be kept as between the Secretary of State and the Company, in rupee currency, an account of the expenditure and receipts in reference to the said railway attributable to capital (hereinafter referred to as “the Capital Account”), in which shall from time to time be entered—

- To the Debit of the Account.*—(a) All such expenditure of the Secretary of State or of the agency to be appointed by him as aforesaid on account of the said railway as stated by the Secretary of State as shall be chargeable to capital.
- (b) All such expenditure on the said account, including payment of interest on capital under clause 34, sums paid for office expenses and expenses of management of the Company, and other sums properly chargeable to capital under the provisions of this Contract, as shall have been respectively approved by the Secretary of State.

To the Credit of the Account.—All sums received by the Secretary of State from the sale of stores or other property originally paid for from capital or otherwise properly attributable to capital in accordance with the usage of Indian railways or this Contract, which sums have been entered in the account described in clause 39.

41. In connection with the said Capital Account there shall be kept by the Secretary of State or the working agency all such subsidiary accounts in the form required by the Secretary of State as are from time to time kept by the Indian railway companies working railways under the supervision of the Secretary of State.

42. In any case where any question may or might arise as to whether any expenditure in connection with the said railway is to be treated in the whole or in part as a charge on capital or how the same is to be dealt with, the question shall be determined on the general principle that capital, besides bearing the cost of the original construction and completion of the said railway and the stations, station-yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employes, fixed machinery, conveniences, and works belonging thereto, and of the original equipment of the said railway and its appurtenances with plant and fixed machinery, is to bear the cost of new works, of additional plant and fixed machinery, and of substantial improvements of and additions to old works, plant, and fixed machinery provided in pursuance of any requirement by the Secretary of State under the 25th clause of this Contract, and not being petty works within the meaning of the 26th clause of this Contract, and shall be debited with all moneys expended by way of making good any damages pursuant to the 24th clause of this Contract, and that the cost of repairs, restorations, renewals, and replacements, and of petty works within the meaning of the 26th clause of this Contract, is to be met by the working agency.

Audit.

43. The accounts of the Company in relation to its expenditure and receipts, and of the expenditure of the Secretary of State or of the agency to be appointed by him as aforesaid on account of the Company, whether in India, England, and elsewhere, on capital account, shall from time to time be audited on behalf of the Secretary of State (if he shall so require) as well as on behalf of the Company, and the Company shall produce to the auditors or auditor all vouchers, books, accounts, papers, and documents of the Company necessary for the purpose of audit, and afford to them or him all facilities requisite for the performance of their or his duties. Any correction made in the accounts by any person or persons who shall be acting as joint auditors or joint auditor on behalf both of the Company and of the Secretary of State shall be conclusive. If, consequent on the audit of any auditor acting exclusively on behalf of the Secretary of State, the Secretary of State shall require alterations to be made in the accounts, and the Company shall object to the alterations, the matter in difference shall be referred to arbitration under the proviso for arbitration herein-after contained. The necessary costs of the audit (other than the costs of such arbitration), and such of the costs of such arbitration as the arbitrators shall direct to be borne by the Company, shall be defrayed by the Company, and included in the Capital Account.

Miscellaneous.

44. In any case not herein expressly provided for, the Company shall indemnify the Secretary of State against any pecuniary liability which he may incur in respect of the construction, extension, or improvement of the said railway, or the maintenance or working thereof, under the contract or agreement set forth in the schedule hereto, or any other contract or agreement which may be entered into under the 20th section of these presents.

45. The Company shall not at any time during the continuance of this Contract, without the sanction in writing of the Secretary of State first obtained, engage in, or carry on, or apply capital to any business other than the business provided by this Contract to be carried on by the Company, and business incidental or subsidiary thereto, or participate or co-operate with any person, company, or corporation in carrying on any business other than as aforesaid.

46. The Secretary of State shall promote the passing by the Legislature in India of any Act or Acts which may be required to enable the Company to carry into effect this Contract.

47. No claim shall be made upon the Secretary of State by the Company for compensation in respect of the prejudicial effect upon the said railway, or the profits of the said railway, of any Act, of the Indian Legislature of general applicability for the time being in force, and the Company and its undertaking shall be subject to the provisions of every such Act as last aforesaid.

48. Any notice, determination, decision, direction, requirement, requisition, demand, appointment, certificate, expression of opinion, approval or sanction to be given or signified on the part of the Secretary of State for any of the purposes of or in relation to this Contract, or any of the powers or provisions herein contained, shall be sufficient and binding if in writing signed by the Secretary of State, or one of his Under Secretaries, or by a Secretary of the Government of India, or by any other officer or servant authorised to act on behalf of the Secretary of State in respect of the matters to which the same shall relate, and the Secretary of State shall not in any case be bound in respect of any of the matters aforesaid unless by some writing signed in the manner before mentioned in this clause.

49. The registered office of the Company shall at all times during the continuance of this Contract be situate in Bombay.

Determination of Contract and matters consequent thereon.

50. The Secretary of State may determine this Contract in manner herein-after mentioned (that is to say) :—

1. If before the said railway is open for traffic throughout the Company shall fail, on demand by the Secretary of State, to supply him with the funds required to enable him to construct and complete the said

railway as herein-before agreed, the Secretary of State, notwithstanding any grants of further time, or any negotiations between the Secretary of State and the Company, may determine this Contract by giving to the Company notice in writing of such determination (which notice is herein referred to as notice of determination).

2. The Secretary of State may by giving to the Company not less than 12 months' previous notice in writing (which notice is herein referred to as "notice of purchase") determine this Contract (if then subsisting) either on the 30th day of June 1922, or on the 30th day of June in the last year of any subsequent period of 10 years.

AND IT IS HEREBY AGREED AND DECLARED that at the time at which this Contract shall terminate, as herein-before provided, the Company without acquiring or having the right to any compensation or payment from the Secretary of State in respect thereof, except as herein-after specially provided, shall relinquish and give up to the Secretary of State possession of all land of which he shall have allowed the Company to have possession under or for any of the purposes of this Contract (so far as not then already restored to the Secretary of State), together with all the stations, station-yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employés, fixed machinery, conveniences, works, bridges, rails, fixtures, and plant then erected or being on the land to be relinquished and given up under this clause or in anywise belonging to the said railway or any part thereof, and the then existing stock (if any) of stores belonging to the Company and appropriated, whether for the purposes of construction or otherwise, to the said railway or to any of the adjuncts thereof or to any part of the equipment thereof, and shall also deliver to the Secretary of State all plans, books, surveys, sections, printings, writings, and documents whatsoever in anywise connected with, or with the construction of the said railway or any part thereof, or any of the works or adjuncts thereof inclusive as aforesaid. All the particulars mentioned in this clause shall at the time when the Secretary of State shall under this clause become entitled to the delivery thereof, so far as not then already belonging to him, become his absolute property, free both as between the Secretary of State and the Company, and as to between the Secretary of State and the incumbrancers (if any), from all incumbrances whatsoever created by the Company, it being the intention of the parties hereto that the Secretary of State shall not be affected by any charge or incumbrance of any kind created by the Company on any real or personal property which during the continuance of this Contract shall be in the possession of the Company, whether belonging to the Secretary of State or to the Company. The rights of either party to this Contract as against the other party hereto in respect of the previous breach of any covenant herein contained shall continue to subsist notwithstanding the termination of this Contract in any manner whatsoever, and such termination shall not affect the right of either party hereto to require the payment of any unpaid money which under the provisions of this Contract shall have become actually payable to or on behalf of such party by the other party hereto.

51. If this Contract shall be determined by notice of purchase, the Secretary of State shall, except as herein-after provided, within four calendar months from the time at which this Contract shall so be determined, pay to the Company in India out of the revenues of India in rupee currency a sum of money equal to 25 times the amount of the average yearly net earnings derived by the Company from the said railway during the three years immediately preceding the time at which this Contract shall be determined, but so that the total amount so payable to the Company shall not in any case exceed by more than 20 per cent. the total capital expenditure of the Company as appearing on the Capital Account of the Company, or be less than such total capital expenditure.

52. If this Contract shall be determined by notice of determination, the Secretary of State shall, except as herein-after provided, within four calendar months from the time of such determination, pay to the Company in India out of the revenues of India, in rupee currency, the fair value of the said railway and works, so far as the same shall then have been constructed, and of all rails, fastenings, sleepers, fixed machinery, plant, and stores which shall be relinquished, given up, or delivered by the Company to the Secretary of State under the 50th clause of this Contract. The fair value of the property for the purposes of this clause shall, in case of difference between the Secretary of State and the Company, be ascertained by arbitration under the proviso for arbitration in that behalf

herein-after contained, and shall be calculated without reference to expectations of future profits to be derived from working the said railway.

53. The Secretary of State shall, after making due allowance for any sum remaining in his hands unexpended from the moneys supplied to him by the Company or received by him on their account, be at liberty to deduct any amount that may be owing by the Company to him at the time when this Contract shall terminate from any moneys which but for this proviso would be payable by him to the Company under the provisions of clause 51 or clause 52.

54. The clear balance of money payable by the Secretary of State to the Company under the 51st or 52nd clause of this Contract shall carry interest in favour of the Company at the rate of 3 per cent. per annum, to be computed from the time when this Contract shall terminate down to the time of payment, or tender of such clear balance by or on behalf of the Secretary of State to the Company. And the Secretary of State shall pay to the Company in India out of the revenues of India any interest accrued under this clause in favour of the Company with the capital money in respect of which the interest shall have become payable.

Arbitration.

55. If any dispute, question or controversy shall at any time arise between the Secretary of State and the Company touching this Contract, or any clause or thing herein contained, or the construction hereof, or any matter connected with this Contract, or the operation of the same, or the rights, duties, or liabilities of either party in relation to the premises, then and in every such case the matter in difference shall be referred to two arbitrators, one to be appointed by each party, pursuant to and so as with regard to the mode and consequences of the reference, and in all other respects to conform to the Indian Arbitration Act, 1899, or other the law in force in British India for the time being relating to arbitration.

In witness whereof George Arthur Anderson, one of the Secretaries to the Government of Bombay, on behalf of the Secretary of State in Council of India, by the Order of the Governor in Council of Bombay, has hereunto set his hand and seal, and the Ahmedabad-Dholka Railway Company, Limited, have hereunto caused their common seal to be affixed, the day and year first above written.

Signed, sealed, and delivered
by the said George Arthur
Anderson in the presence of

WILFRID GORE BROWNE,

Vicar of St. Hilda's, Darling-
ton, England.

JAMES ADAM,

Under Secretary for Railways,
Bombay.

GEORGE ARTHUR ANDERSON.

Seal.

The common seal of the
Ahmedabad-Dholka Rail-
way Company, Limited, was
hereunto affixed in the pre-
sence of

VIJBHUCANDA'S ATMA'RA'M
H. E. E. PROCTER,

Two of the Directors.

Seal.

Witness :—

LALBHAI DALPATBHAI,

Banker, Ahmedabad.

DHUNJIBHAI BAPUJI,

Clerk, Messrs. Killick, Nixon & Co.,
Bombay.

VIJBHUCANDA'S ATMA'RA'M,

H. E. E. PROCTER,

Two Directors.

KILLICK, NIXON & Co.,

Agents.

AHMEDABAD DHOLKA RAILWAY.

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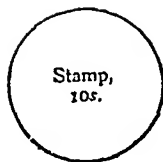
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THIS INDENTURE, made the 18th day of July 1902, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (herein-after called "the Secretary of State") of the one part, and THE BOMBAY BARODA, and CENTRAL INDIA RAILWAY COMPANY (herein-after called "the Company") of the other part.

WHEREAS by an Indenture dated the 24th day of September 1884, and made between the Secretary of State of the one part and the Company of the other part (which Indenture is herein-after referred to as the principal Contract), the Company contracted for the maintenance, management, use, and working by the Company of the Rajputana-Malwa Railway; and the expression "the undertaking" was defined to mean the Rajputana-Malwa Railway, with such improvements, alterations, and additions as therein mentioned.

AND WHEREAS by an Indenture dated the 1st day of February 1901 the principal Contract has been modified and its duration extended.

AND WHEREAS the Secretary of State has entered into a Contract, dated the 25th day of March 1902, with the Ahmedabad-Dholka Railway Company, Limited, with the object (among other things) of constructing, on a route to be determined by the Secretary of State, a railway from outside the western fence of the Rajputana-Malwa Railway at Sabarmati to Dholka in Guzerat, with stations, station yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employés, fixed machinery, tools and plant, office furniture and equipment, conveniences, and works (all which proposed railway, stations, station yards, sidings, crossing-places, bridges, viaducts, offices, warehouses, houses for employés, fixed machinery, tools and plant, office furniture and equipment, conveniences, and works are herein-after meant by and included in the expression "the said railway").

AND WHEREAS one of the terms of the said Contract is that the Secretary of State shall maintain and work the said railway as and when completed, either through State agency, or through some other agency to be selected by him, and that he shall have full power to enter into this present Contract for the working, maintenance and management of the said railway.

AND WHEREAS the Company have agreed to work, maintain, and manage the said railway upon the terms and conditions herein-after contained.

NOW THIS INDENTURE WITNESSETH :—

Interpretation of terms.

1. The definitions in the principal Contract contained shall apply to this Contract except so far as the same are expressly varied.

The expression "gross earnings" means and includes the gross earnings to be derived from the working of the said railway, and also the rents of any buildings belonging to the said railway and occupied by servants of the Company which may be charged to the occupiers of such buildings under the rules in relation thereto for the time being in force on the undertaking, and tolls on bridges and other sources of income which are treated as revenue on Indian railways generally, but does not include book entries for the carriage of stores to be used in the maintenance or working of the said railway, or for services rendered and work done in relation thereto respectively, and for which no cash payment is made, nor any sum allowed by way of rebate under clause 25 hereof.

The expression "months" means calendar months.

Sabarmati Station and Function thereat.

2. The Secretary of State and the Company shall from time to time agree upon the additional works and conveniences to be constructed at the said Sabarmati Station of the Rajputana-Malwa Railway, or in extension thereof, to meet the traffic of the said railway, or in the neighbourhood of the said station, for the crossing of the Bombay, Baroda, and Central India Railway by the said railway; and, upon any such agreement being made, the Company shall prepare plans and specifications of the said additional works and conveniences, and of the junction with the undertaking to be made at Sabarmati, and shall submit the same to the Secretary of State for his approval. Such plans and specifications, when approved by the Secretary of State, shall be signed by the consulting engineer of the Government of India, or other officer duly authorised in that behalf to act on behalf of the Secretary of State, and by the Company's engineer on behalf of the Company. Any such additional works and conveniences at the said junction, or in the neighbourhood thereof, shall respectively be constructed by the Company on land at Sabarmati forming part of the undertaking, or of the Bombay, Baroda, and Central India Railway, and shall be held by the Company, subject to the use thereof for the purposes of the Rajputana-Malwa Railway, upon the terms hereinafter mentioned, or such other terms as may from time to time be agreed upon by the Secretary of State and the Company. No charge or toll shall be made or levied upon or from the Ahmedabad-Dholka Railway Company, Limited, in respect of the use of the lines, platforms, buildings, crossings, or other conveniences at or near the said Sabarmati Station in excess of the sum to be retained from the gross earnings of the said railway under section 22 of this Contract.

3. The Secretary of State shall from time to time, on the application of the Company, provide and hand over to the Company, subject to the conditions of section 60 of the principal Contract, such land as the Secretary of State may consider to be necessary for the purpose of constructing the said additional works and conveniences, and for making the said junction, other than and except land required for quarrying, ballast, brickfields, and kindred purposes, and land within the boundaries of the Bombay, Baroda, and Central India Railway required for the crossing of that railway by the said railway in the neighbourhood of Sabarmati. The Company shall forthwith or upon provision as aforesaid of the necessary land, if it shall be required, proceed with diligence in the construction of the said additional works and conveniences and junction, in accordance with the said plans and specifications.

4. The Company shall, during the construction of the said railway, convey over the lines of the undertaking and of the Bombay, Baroda, and Central India Railway all materials, plant, and stores required for the construction of the said railway at the same rates as are charged on the undertaking and on the Bombay, Baroda, and Central India Railway for such materials, plant, and stores used for similar purposes on those railways respectively.

Opening of Railway.

5. From time to time when and as often as an inspecting officer acting on behalf of the Secretary of State shall have certified that the whole or any part of the said railway has been constructed in accordance with the provisions herein contained, and is ready and fit for the conveyance of passengers and goods, the Secretary of State will furnish to the Company, free of all cost to the Company, a specification of such whole or part of the said railway describing the nature and quality of the works and setting out fully the general details of the construction of the same as regards earthworks, bridges, ballast, permanent way, stations, buildings, and all other matters and things of a permanent character, so as to show in every particular the standard up to which the works have been constructed, together with plans and working drawings of the same. Such specification, plans, and working drawings, herein-after called documents, shall be submitted to the agent of the Company in India, and when finally accepted by him shall be signed by him on behalf of the Company and by the consulting engineer of the Government of India, or other officer duly authorised in that behalf to act on behalf of the Secretary of State, and shall be retained by the Company. The said specification and plans shall from time to time be revised and

completed up to date as occasion shall require. The Secretary of State shall guarantee the Company undisturbed possession at all times during the continuance of this Contract of each and any portion of the said railway handed over to them.

6. As soon as may be after the said documents have been so approved and signed as aforesaid, such part of the said railway as the said specification, plans, and working drawings respectively refer to shall be opened for public traffic, and may be worked in the manner herein-after mentioned.

Maintenance and Working.

7. The Company shall thenceforth, until the determination of this Contract, work and maintain the said railway or such part thereof as shall for the time being have been so opened, on the terms and subject to the provisions herein-after expressed.

8. All the business connected with the management and maintenance of the said railway and conducting the traffic thereon, including police and telegraphs and telegraphic appliances, shall in all respects, as far as practicable, be carried on in the same manner and subject to the same regulations and control by the Secretary of State as the like business on the undertaking is now carried on under the principal Contract.

9. The Company shall charge such rates and fares for the carriage of goods and passengers over any portion of the said proposed railway as shall from time to time be agreed upon between the Company and the Secretary of State, and adopt such classification of goods thereon as shall be from time to time in force on the undertaking. Provided that such rates, fares, and terminals, if any, are within the maximum and minimum rates, fares, and terminals, if any, for the time being in force on the undertaking. The apportionment of through rates for traffic passing over the said proposed railway to or from the undertaking or the Bombay, Baroda, and Central India Railway shall be subject to agreement between the Secretary of State and the Company.

10. The Company shall be at liberty to charge tolls according to tariffs to be settled by the Secretary of State on traffic over any roadways on bridges (if any), for foot passengers, cattle, or carts or other vehicles.

Application of certain Conditions of Principal Contract.

11. The conditions with respect to the provision of a police force, and the provision and use of telegraphs and telegraphic appliances, and with respect to moneys supplied by the Secretary of State for the purposes of the said railway shall, except as is herein-after otherwise expressly provided, be the same as are by the principal Contract prescribed with reference to the same matters respectively in respect of the undertaking, but the Secretary of State shall allow the Company the use of as many wires as they need at the same rate per mile as he charges for the use of wires on the Rajputana-Malwa Railway.

12. During the continuance of this Contract the Company shall keep the said railway and works, or such part thereof as shall for the time being be open for public traffic, supplied with rolling stock, plant, and machinery, other than fixed machinery, as if it were part of the undertaking, and shall manage, use and work the said railway and works or such part thereof as aforesaid, and convey traffic thereon, upon, under, and subject to (save as is by this Contract otherwise expressly provided) the like terms, conditions, and restrictions as are by the principal Contract prescribed in respect of the management, use, and working of the undertaking and the conveyance of traffic thereon by the Company, and in respect of the supervision and control of the Company by the Secretary of State. And in all respects not otherwise provided for by this Contract, the Secretary of State and the Company respectively shall and may with reference to the respective matters aforesaid have, execute, enjoy, put in force, and be subject to the like rights, powers, authorities, privileges, provisions, regulations, duties, and obligations as are by the principal Contract in respect of such matters respectively given or reserved to or imposed upon the Secretary of State and the Company respectively: Provided always, that nothing in this Contract contained shall operate so that the said railway and works shall form part of the undertaking.

13. The Secretary of State may from time to time, and with or without an application from any railway administration or person, call upon the Company to agree, and subject to the conditions of clause 9 the Company may agree, with the administration or administrations of any other railway or railways in connection with or with which there shall be an interchange of traffic with the said railway to through rates for the traffic between the stations of the said railway and those of such other railway or railways, and likewise to the apportionment of such rates among the administrations of such railways and the Company. If the Company and the said administrations, or any of them, should fail to agree in the settlement of such through rates or their apportionment and such administrations should agree in writing to be bound by the decisions of the Government of India, or any authority duly appointed by the said Government in that behalf, in respect of the matters in dispute, such decisions shall be binding on the Company so long as the said administrations continue to act in accordance therewith. In arriving at its decisions the Government of India, or the said authority, as the case may be, shall take into consideration all the circumstances of the case, including any special expense incurred in respect of the construction, maintenance, or working of the route, or any part of the route, as well as any special charges which any administration may have been entitled to make in respect thereof.

Alterations, Improvements, and Additions.

14. The Secretary of State may from time to time give notice in writing to the Company of any reasonable alteration, improvement, or addition which may, in his opinion, be required to be made in or to any part of the said railway or any of the stations or works belonging thereto or the said junction at Sabarmati, either for the protection and security of the said works and stations, the safety of passengers or of the public, or for meeting the development of traffic on or the effectual working of the said railway or otherwise, and which is estimated to cost more than Rs. 1,000. Such notice shall specify the alteration, improvement, or addition required, and shall also in general terms describe the works to be executed for the purpose of effecting the same, and state approximately what such works are expected to cost. On receiving any notice under this clause the Company shall, with all reasonable speed, execute the works described therein, the Secretary of State (except in the case of alterations or improvements in or additions to the said station at Sabarmati or the said junction) supplying the necessary funds, or causing the same to be supplied, and providing, free of all cost to the Company, any land, other than land excepted from the provisions of clause 3 of this Contract, that may be required for the propose. If in any case the Company shall neglect to proceed with the proposed works, or, fail to complete the same to the satisfaction of the Secretary of State, the Secretary of State may enter on the said railway and works and execute the said works.

15. On the completion of works so required, as well as on the completion of the works to be constructed under clause 3 (Sabarmati Station), a specification such as is described in clause 5, with necessary plans, shall be prepared and signed on behalf of the Company and of the Secretary of State respectively as therein provided, and delivered to the Secretary of State, together with a similarly certified statement of the costs of the said works. All such specifications and plans shall be corrected from time to time, when additions or alterations are made to the works of the said railway.

16. The cost of works the execution of which shall be required under clause 14 to be carried out by the Company shall be dealt with as follows:—

- (a) All such works, costing more than Rs. 1,000, shall be charged to the capital account of the Ahmedabad-Dholka Railway Company, Limited.
- (b) Petty works, costing not more than Rs. 1,000 each, shall be charged to revenue, and shall be met from the sum allowed to the Company for maintenance and working of the said railway as herein-after provided.

Provided always, that if for any half year the aggregate expenditure on petty works thereon shall exceed Rs. 20 per mile open in any half year, such excess shall be charged to the capital account of the said railway, and shall be met by the Secretary of State.

17. No moneys that may be at any time supplied or provided by the Secretary of State under this Contract shall be deemed to be moneys supplied or provided in respect of the undertaking, nor shall they be entered in any of the accounts of the Company kept by them in respect of the undertaking.

Land.

18. Any land that may be under this Contract provided by the Secretary of State and handed over to the Company shall be held by the Company upon the like terms and conditions as are by the principal Contract prescribed in respect of land to be provided thereunder.

Accounts of Gross Earnings and their application.

19. The Company shall keep, in rupee currency in India, a distinct and separate account of gross earnings. Such account shall be made up half-yearly to the (30th of June^{*}) 30th of September[†] and the (31st of December^{*}) 31st March[†] in each year, and shall be regularly submitted by the Company to the Secretary of State, who may audit the same and correct any error which may be discovered therein. The Company shall also within three calendar months after each of the said half-yearly days render to the Secretary of State a summary of the said account for the half year ending on such half-yearly day.

20. The Company shall also keep in India all such subsidiary accounts and vouchers as shall be proper and sufficient for the preparation and verification of the account aforesaid, and the said accounts and vouchers shall be open at all reasonable times to inspection and transcription by any person or persons duly authorised by the Secretary of State in that behalf. The Company shall afford all proper and sufficient facilities for such inspection and transcription, and shall on the requirement of the Secretary of State (but at his expense) duly verify any such account, provided such requirements be notified in writing to the Company within three calendar months after the receipt by the Secretary of State of the summary aforesaid for any half year. If after such verification the Secretary of State shall require any alteration to be made in any such account, or in any summary to be so rendered by the Company as herein-before provided, and if the Company shall give notice to the Secretary of State that they object to such alteration being made, the matter thus being in difference between the Secretary of State and the Company shall be referred to arbitration under the provision for arbitration hereinafter contained.

21. Every summary of account with respect to which, or to the accounts on which it is based, no such written requirement of verification shall have been delivered to the Company within three calendar months after the receipt by the Secretary of State of the said summary, shall be deemed to be settled between and shall be binding upon the Secretary of State and the Company, except that if and whenever any error shall be subsequently discovered in any such summary of account, such error shall be rectified and allowed for in the account for the half year in which such error shall be discovered or for any subsequent half year.

22. The said gross earnings shall, at such times and in such manner as the Secretary of State may from time to time direct, be paid without deduction into such Treasury of the Government in India as the Secretary of State may approve. The Secretary of State shall, as soon as the accounts between him and the Company in respect of the said railway and works for any half year shall have been settled, pay over to the Company at Bombay to the credit of the undertaking a sum equal (subject to the provisions herein-after contained) to the share of the working expenses in the general working expenses account for which provision is made by the said Indenture of the 25th day of March 1902 for such half year to be attributed to the said railway in accordance with the provisions contained in the said Indenture, less such sums, if any, as the Secretary of State shall be

* Superseded from 1st April 1913. *Vide* paragraph 1 of Supplemental Contract dated 30th June 1916 between the Secretary of State, the Ahmedabad-Dholka Railway Company and the B. B. and C. I. Railway Company,

† Substituted. *Vide* paragraph 1 of Supplemental Contract dated 30th June 1916 between the Secretary of State, the Ahmedabad-Dholka Railway Company and the B. B. and C. I. Railway Company.

[Note.—As from 1st April 1913 substitute "financial year or half year" for "year or half year" (as the case may be) in clauses 19, 20, 21 and 22. *Vide* paragraph 3 of Supplemental Contract dated 30th June 1916 between the Secretary of State, the Ahmedabad-Dholka Railway Company and the B. B. and C. I. Railway Company

entitled to retain out of such gross earnings under clause 24, but provided always that such sum is not in any year to exceed 44 per cent. of the said gross earnings of the said railway for that year. The said sum shall be accepted by the Company in full satisfaction and remuneration for the supply of rolling stock, plant, and machinery, other than fixed machinery, and the managing, working, and maintaining the said railway and works in accordance with the provisions of this Contract, and performance by the Company of every other obligation undertaken by them under this Contract with reference to the said railway and works.

23. The amount to be paid to the Company under clause 22 (less any sums retained by the Secretary of State under clause 24) shall be entered in the accounts kept by the Company under the provisions in that behalf contained in the principal Contract.

Rebate.

24. The Secretary of State shall be entitled to retain, in respect of and at the end of each calendar year commencing at the close of the period during which interest shall be payable out of capital under the said Contract of the 25th March 1902, by way of rebate, such a sum not exceeding in any year 10 per cent. of the combined shares attributable to the Bombay, Baroda, and Central India Railway and the Rajputana-Malwa Railway, of the gross earnings from traffic, except stores, interchanged between the said last-mentioned railways, or either of them, and the said railway, as shall, together with the net earnings of the Ahmedabad-Dholka Railway Company for the said year, make up an amount equal to interest for the year at a rate of 4 per cent. per annum on the actual expenditure charged in the capital account, and shall also be entitled to retain the sum of Rs. 5,000 for each year for or towards the office expenses and the expenses of management of the Ahmedabad-Dholka Railway Company, and also all such legal expenses as may be properly incurred by the last-mentioned Company and approved by the Secretary of State or the Government of India and as are debitable to revenue. Provided always, that when the net earnings of the Ahmedabad-Dholka Company in any year shall exceed the minimum amount sufficient to pay a dividend of 4 per cent. per annum, such excess shall be applied towards the reduction of the allowance for or towards the office expenses and the expenses of management. The moneys to be retained under this clause shall be calculated at the close of each year, but moneys may be retained at the close of the first half of each year on account and subject to adjustment at the close of that year.

[As from 1st day of April 1913 substitute "financial" for "Calendar" in line 2 and the first half of each year in line 22 shall be the half year from the 1st day of April to the "30th day of September". *Vide* para. 1 of Supplemental Contract dated 30th June 1916 between the Secretary of State, Ahmedabad-Dholka Railway Company and the B. B. and C. I. Railway Company.]

Other Accounts to be kept by Company.

25. The Company shall keep separate account of all moneys received by them from the Secretary of State or from the Ahmedabad-Dholka Railway Company under the provisions of this Contract, and of the expenditure by the Company of the said moneys, in such forms as the Secretary of State may from time to time prescribe, and such accounts shall be from time to time made up and submitted to the Secretary of State as he may require.

Termination of Contract.

26. This Contract shall terminate at the same time as the principal Contract so extended as aforesaid shall terminate.

27. If within 12 months from the date of this Contract a Company as proposed with power to construct the said railway shall not be registered as aforesaid, and a contract between such Company and the Secretary of State for the construction by such Company of the said railway and works be lawfully entered into, this Contract shall be void and of none effect.

**Note.*—With effect from 1st July 1908 this should be read as "45 per cent." "*Vide* Contract dated 10th July 1908 between the Secretary of State and the B. B. and C. I. Railway Company" (printed along with T. V. Railway Contract).



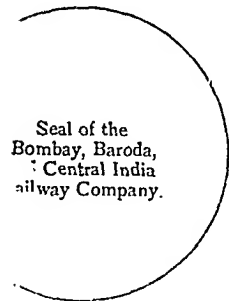
ation.

Company shall fail to agree touching
 ment is required by this Contract, or
 for any dispute, question, or con-
 Secretary of State and the Company
 ing herein contained, or the construc-
 presents or the operation hereof,
 party in relation to the premises, then
 which the Secretary of State and the
 difference, as the case may be, shall
 pointed by each party, pursuant to and
 ces of the reference, and in all other
 on Act, 1899, or other the law in force
 o arbitration.

LAITHWAITE PEILE, K.C.S.I., and
 CROSTHWAITE, K.C.S.I., being two
 , have hereunto set their hands and
 , and Central India Railway Company
 on seal to be affixed, the day and year

igned) J. PEILE.

igned) C. H. T. CROSTHWAITE.



Seal of the
 Bombay, Baroda,
 & Central India
 Railway Company.

WORKING OF AHMEDABAD DHOLKA RAILWAY.

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Stamps
8 annas
and 10s.

THIS INDENTURE made the 12th day of November 1908, BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called the Secretary of State) of the one part, and THE AHMEDABAD-DHOLKA RAILWAY COMPANY, LIMITED (hereinafter called the Company), of the other part, supplemental to an Indenture dated the 25th day of March 1902, and made between the same parties as these presents (which said Indenture is hereinafter called the Principal Contract).

WHEREAS the contract set forth in the schedule to the Principal Contract was entered into on the 18th day of July 1902 and terminated on the 31st day of December 1905, but under the provisions of an Indenture dated the 8th day of April 1907, and made between the Secretary of State of the one part and the Bombay Baroda and Central India Railway Company of the other part, the railway referred to in the Principal Contract is still one of the subsidiary lines forming part of the undertaking of the Bombay Baroda and Central India Railway Company as defined by the said Indenture of the 8th day of April 1907, and by Clause 46 of the same Indenture it is provided that each of the subsidiary lines forming part of such undertaking shall be worked by the last-named company on the same terms and conditions as are contained in the contracts in that behalf subsisting on or immediately before the 31st day of December 1905, subject to any modifications which may from time to time be made therein with the concurrence of the Secretary of State.

AND WHEREAS by an Indenture dated the 10th day of July 1908 and made between the Secretary of State of the one part and the Bombay Baroda and Central India Railway Company of the other part, it has been agreed that for the purposes of Clause 46 of the said Indenture of the 8th day of April 1907, Clause 24 of the said contract of the 18th day of July 1902 shall as from the 1st day of July 1908 be read and construed as though "45 per cent." were substituted for "10 per cent." in the same clause.

NOW THIS INDENTURE WITNESSETH, and it is hereby agreed and declared as follows:—

1. The Principal Contract as from the 1st day of July 1908, so long as the railway to which the same relates shall continue to be worked by the Bombay Baroda and Central India Railway Company, shall (until otherwise agreed between the Secretary of State and the Bombay Baroda and Central India Railway Company) be read and construed as though the contract set forth in the Schedule thereto were the contract set forth therein with the modifications introduced therein by the said Indenture of the 10th day of July 1908 as aforesaid, and the same contract as so modified were still in force.

2. Clause 28 of the Principal Contract, as from the 1st day of July 1908 so long as the railway to which the same contract relates shall continue to be worked by the Bombay Baroda and Central India Railway Company shall be read and construed as though "45 per cent." were in the same clause substituted for "10 per cent."

3. The Arbitration Clause contained in the Principal Contract shall apply to these presents and to the principal Indenture as hereby modified.

IN WITNESS whereof Sir Hugh Shakespear Barnes, K.C.S.I., and Sir William Lee-Warner, K.C.S.I., being two Members of the Council of India, have hereunto set their hands and seals, and the Ahmedabad-Dholka Railway Company, Limited, have hereunto caused their Common Seal to be affixed, the day and year first above written.

Signed, sealed, and delivered by the said two

H. S. BARNES.

Members of the Council of India in the

presence of—

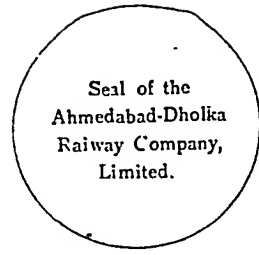
W. LEE-WARNER.

I. S.

L.S.

W. H. TREASURE,
India Office.

The Common Seal of the Ahmedabad-
Dholka-Railway Company, Limited,
was hereunto affixed in the presence
of—



LALBHAI DALPATBHAI,
HIMATLAL DHIRAJRAM,

Two of the Directors of the Ahmedabad-Dholka Railway Company, Limited.

Witnesses:—

T. W. BIRKETT, J.P., Bombay.
PURSHOTTAMDAS THAKORDAS.

KILLICK, NIXON, & Co., Agents.

THIS INDENTURE is made the 30th day of June 1916, BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called "the Secretary of State") of the 1st part; THE AHMEDABAD-DHOLKA RAILWAY COMPANY, LIMITED (hereinafter called "the Company") of the 2nd part and THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY (hereinafter called "the Working Agency") of the 3rd part.

WHEREAS this Indenture is intended to be supplemental to the following Indentures *vis.* (i) an Indenture (hereinafter called the Principal Contract) dated the 25th day of March 1902 made between the Secretary of State of the one part and the Company of the other part being an Agreement for the construction and the working maintenance and management by the Secretary of State of the Railway to which the Principal Indenture relates either through State Agency or through some other Agency to be selected by him, (ii) an indenture (hereinafter called the Scheduled Contract) dated the 18th day of July 1902 and made between the Secretary of State of the one part and the Working Agency of the other part in the form set forth in the Schedule to the Principal Contract being an Agreement for the working of the said Railway by the said Working Agency which Agreement has since been modified by several further Agreements between the same parties in certain particulars not affecting these presents and (iii) an Indenture dated the 12th day of November 1908 and made between the Secretary of State of the one part and the Company of the other part and itself expressed to be supplemental to the Principal Contract being an Agreement whereby the terms of the Principal Contract were modified in certain particulars.

AND WHEREAS it is desired to alter and modify in manner hereinafter appearing the terms of the Principal Contract and the Scheduled Contract and the said recited supplemental Agreement of the 12th day of November 1908 as regards the dates at which a year and a half-year shall be deemed to begin and to end for the purposes of the yearly and half-yearly accounts and payments of the said Railway.

NOW THIS INDENTURE WITNESSETH that it is hereby mutually agreed and declared between and by the parties hereto as follows :—

- (1) As from the 1st day of April 1913 all yearly and half-yearly accounts relating to the said Railway to be made up under any of the provisions of the said Principal Contract and the said Scheduled Contract and the said supplemental Agreement shall be made up to the 30th day of September or the 31st day of March (as the case may be) in every calendar year upon the basis that for the purposes of such accounts each year shall be deemed to commence on the 1st day of April and to end on the 31st day of March following so as to correspond with the Government financial year in lieu of the calendar year, and the first half-year shall be deemed to commence on the 1st day of April and to end on the 30th day of September following and the second half-year to commence on the 1st day of October and to end on the 31st day of March following.
- (2) As from the 1st day of April 1913 Clause 28 of the Principal Contract shall be read and construed as if the words "the end of each financial year" had been substituted for "the end of each calendar year" therein and all references in such Clause to the said year shall be deemed to mean the financial year as stated in Clause 1 of these presents and the first half of each year in the said Clause 28 mentioned shall be the half-year from the 1st day of April to the 30th day of September.
- (3) All references to a year or a half-year in any Clauses of the said Principal Contract, the said Scheduled Contract and the said recited supplemental Indenture relating to yearly or half-yearly accounts calculations or payments in connection with the said Railway shall be construed as referring to the financial year or half-years (as the case may be) hereinbefore mentioned.

IN WITNESS whereof Thomas Ryan Secretary to the Railway Board, acting in the premises for and on behalf of the Secretary of State for India in Council has hereunto set his hand, and the Ahmedabad-Dholka Railway Company, Limited, and the Bombay, Baroda and Central India Railway Company, respectively have hereunto caused their common seal to be affixed, the day and year first above written.

Signed and delivered by the above named

THOMAS RYAN in the presence of—
SATYENDRA NATH SEN, Stenographer,
Railway Board.

T. RYAN.

The common seal of the Ahmedabad-Dholka
Railway Company, Limited, was hereunto
affixed in the presence of—

Purshotamdas Tirkumdas,
Himatlal Dhirajram,
Killick Nixon & Co., agents.



The common seal of the Bombay, Baroda
and Central India Railway Company was }
hereunto affixed in the presence of—

W. V. CONSTABLE,
Director.

C. A. R. CROMMELIN,
Secretary.

OFFICE OF THE CONTROLLER OF RAILWAY ACCOUNTS.

Addendum and Corrigendum to the Book of Contracts relating to the Bombay, Baroda and Central India Railway, Volume I.

No. 38.

Insert the following Indenture dated the 28th July 1933 between the Secretary of State for India in Council and the Ahmedabad Prantej Railway Company, Limited, after page 218 of the Book of Contracts relating to the Bombay, Baroda and Central India Railway, Volume I.

THIS INDENTURE made the twenty eighth day of July 1933 BETWEEN THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called "the Secretary of State") of the one part and THE AHMEDABAD-PRANTEJ RAILWAY COMPANY, LIMITED (hereinafter called "the Company") of the other part.

WHEREAS this Indenture is intended to be supplemental to the following Indentures, *viz.* (1) an Indenture (hereinafter called "the Principal Contract") dated the 13th day of March 1896 made between the Secretary of State of the one part and the Company of the other part being an Agreement for the construction and the working maintenance and management by the Secretary of State of the Railway to which the Principal Contract relates either through State agency or some other agency to be selected by him (2) an Indenture dated the 29th day of January 1902 made between the same parties modifying the Principal Contract (3) an Indenture dated the 17th day of September 1907 made between the same parties further modifying the Principal Contract (4) an Agreement dated the 2nd day of November 1910 made between the same parties further modifying the Principal Contract (5) an Indenture dated the 24th day of November 1910 made between the same parties being an Agreement for the construction maintenance and working of an extension of the said Railway and further modifying the Principal Contract (6) an Indenture dated the 30th day of June 1916 and made between the Secretary of State of the first part the Company of the second part and the Bombay, Baroda and Central India Railway Company of the third part being an Agreement for modifying the Principal Contract and the before-recited Indentures as regards the dates at which a year and a half year should be deemed to begin and end for the purposes of the yearly and half yearly accounts and payments of the said Railway.

AND WHEREAS pursuant to clause 50 (2) of the Principal Contract as modified by clause 13 of the said Indenture of the 24th November 1910 the Secretary of State on the 20th day of December 1929 gave to the Company a notice in writing (being a "notice of purchase" as therein mentioned) to determine the Principal Contract on the 31st day of December 1930.

AND WHEREAS pursuant to clause 51 of the Principal Contract as modified by clause 13 of the said Indenture of the 24th November 1910 the sum of Rs. 45,41,087-7-6 became payable by the Secretary of State to the Company in consequence of the determination of the Contract by the said notice of purchase being an amount equal to the total Capital expenditure of the Company as appearing on the Capital Account of the Company together with the addition of 20 per cent. of the said total Capital expenditure.

AND WHEREAS the Secretary of State has agreed with the Company to an extension of the Principal Contract until the 31st day of December 1946 in consideration of the Agreements hereinafter contained.

NOW THIS INDENTURE WITNESSETH and it is hereby agreed and declared as follows :—

1. The Principal Contract as modified by the hereinbefore recited Indentures and as further modified by these presents in so far as the same is applicable shall continue in full force and effect notwithstanding the terms of the said notice of purchase of the 20th December 1929 until the 31st day of December 1946 on which date it shall stand determined.

2. The sum payable by the Secretary of State to the Company on the 31st day of December 1946 shall be the said sum of Rs. 45,41,087-7-6 together with a sum of money equal to the authorised Capital expenditure of the Company as

appearing in the Capital Account of the Company incurred from the 1st day of January 1931 to the 31st day of December 1946 without any premium and clause 51 of the Principal Contract shall be modified accordingly.

3. So long as the Railway to which the Principal Contract relates shall continue to be worked by the Secretary of State through the agency of the Bombay, Baroda and Central India Railway Company or through some other agency the words "such a percentage for every year as shall be a sum equal to 60 per cent. of the gross earnings of the said Railway for the same year" shall (unless otherwise agreed between the Secretary of State and the working agency) as from the 1st day of January 1931 be deemed to be substituted in clause 27 of the Principal Contract as modified by clause 3 of the said Indenture of the 17th September 1907 and by clause 7 of the said Indenture of the 24th November 1910 in place of the words "such a percentage as the Secretary of State shall consider just or reasonable, but such percentage not in any case to exceed for any half year such a percentage of the gross earnings for that half year as shall be equivalent to the percentage of the working expenses in relation to gross earnings of the Rajputana-Malwa Railway for the same half year and not to exceed in any year 44 per cent. of the gross earnings of the said Railway for the same year."

4. The Secretary of State undertakes to safeguard and compensate the Company for and against any loss whether the same arises from diminution of earnings, diminution of rates, loss of traffic or any other cause of the same nature or otherwise due to the prejudicial effect upon the earnings of the Company of any new railway or other lines that may be constructed by him or under his authority during the continuance of the Principal Contract as extended by these presents.

5. The arbitration clause contained in the Principal Contract shall apply to these presents and to the Principal Contract as by the hereinbefore recited Indentures and hereby modified.

IN WITNESS whereof Lewis Hawker Kirkness being the Secretary to the Railway Board acting in the premises for and on behalf of the Secretary of State has hereunto set his hand and seal and the Ahmedabad-Prantelj Railway Company, Limited, has caused its Common Seal to be hereunto affixed the day and year first above written.

Signed Sealed and Delivered by the said
Secretary to the Railway Board for and on
behalf of the Secretary of State for India in
Council in the presence of....

L. H. KIRKNESS.

N. M. KHAN,

Stenographer, Railway Board.

The Common Seal of the Ahmedabad-
Prantelj Railway Company, Limited, was
hereunto affixed in the presence of.....

E. C. REID.

R. C. LOWNDES.

Directors.

KILLICK NIXON & CO.

Agents.

(No. 38, dated the 21st October 1933.)

India Office.

The Common Seal of the Bombay, Baroda and
Central India Railway Company was
hereunto affixed in the presence of—

(SEAL.)

A. D. G. SHELLEY, *Chairman.*

J. S. WARDLAW-MILNE, *Director.*

S. G. S. YOUNG, *Secretary.*

(No. 45, dated 30th December 1933, to the Book of Contracts relating to Bombay, Baroda and Central India Railway, Volume I.)

OFFICE OF THE CONTROLLER OF RAILWAY ACCOUNTS.

Addendum and corrigendum to the Book of Contracts relating to Bombay, Baroda and Central India Railway, Volume I.

No. 45.

Insert the following as a fresh Deed, dated 5th October 1933 after page 220 of Volume I of the Book of Contracts relating to Bombay, Baroda and Central India Railway :—

DEED made the Fifth day of October 1933 BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called "the Secretary of State") of the one part and THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY (hereinafter called "the Company") of the other part.

WHEREAS these presents are intended to be supplemental to an Indenture (hereinafter referred to as "the Principal Contract"), dated the 8th day of April 1907, and made between the same parties as these presents being a contract for the maintenance management and working of the Bombay, Baroda and Central India Railway and the Rajputana-Malwa Railway and other subsidiary railways which contract has been varied by certain subsequent contracts between the same parties including in particular a contract, dated the 24th day of October 1913 (hereinafter called "the Contract of 1913") whereby (among other things) the capital of the Secretary of State in the Company's undertaking excluding the subsidiary lines was on the 31st day of December 1911 agreed at £28,000,000 of Preferred Capital and £10,500,000 of Deferred Capital and provision was made as to the keeping of a Government Capital Account and a Company's Capital Account and the entries to be made therein respectively :

NOW THIS DEED WITNESSETH and it is hereby agreed and declared as follows :—

1. As from the 1st day of April 1933 the sum of 10,00,00,000 Rupees part of the outstanding capital advances made by the Secretary of State which have been added to his Preferred Capital shall be converted from preferred capital into capital bearing fixed interest at the rate of 4½ per cent. per annum.

2. Such interest shall be paid out of the residue of the net receipts referred to in sub-clause (c) of clause 50 of the Principal Contract (being the clause substituted for the original clause 50 of the Principal Contract by clause 20 of the Contract of 1913) in priority to the payments to be made out of such residue which are mentioned in paragraphs (ii), (iii), and (iv) of sub-clause (c) of such substituted clause 50.

3. The arrangement herein contained shall (subject to the next succeeding clause hereof) continue in force until the 31st day of December 1941 but shall then be subject to review unless the Principal Contract shall be determined in that year.

4. Notwithstanding anything hereinbefore contained the Secretary of State shall retain the right given to him by clause 14 of the Contract of 1913 of calling on the Company to raise money for the repayment of the advances converted as aforesaid.

IN WITNESS whereof SIR REGINALD ISIDORE ROBERT GLANCY, K.C.I.E., C.S.I., and SIR REGINALD ARTHUR MANT, K.C.S.I., K.C.I.E., being two Members of the Council of India have hereunto set their hands and seals and THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY have hereunto caused their Common Seal to be affixed the day and year first above written.

Signed sealed and delivered by the said two } R. I. R. GLANCY. (L.S.)
Members of the Council of India in the }
presence of— } R. A. MANT. (L.S.)

H. S. PAINTER,
India Office.

The Common Seal of the Bombay, Baroda and }
Central India Railway Company was } (SEAL.)
hereunto affixed in the presence of—

A. D. G. SHELLEY, *Chairman.*

J. S. WARDLAW-MILNE, *Director.*

S. G. S. YOUNG, *Secretary.*

(No. 45, dated 30th December 1933, to the Book of Contracts relating to Bombay, Baroda and Central India Railway, Volume I.)

GOVERNMENT OF INDIA.

OFFICE OF THE CONTROLLER OF RAILWAY ACCOUNTS,
NEW DELHI.

Page 224.

Addendum and corrigendum to the Book of Contracts relating to B. B. & C. I. Railway, Volume I.

No. 60.

Introduce the following "Memorandum of terms for the contribution by the Jaipur Durbar towards the cost of the Nagda-Muttra Railway, for its maintenance and working and distribution of net earnings" after page 223 of the Book of Contracts relating to B. B. & C. I. Railway, Volume I.

"Memorandum of terms for the contribution by the Jaipur Durbar towards the cost of the Nagda-Muttra Railway, for its maintenance and working and the distribution of the Net Earnings of the Railway."

1. The Jaipur Durbar to provide the cost (about Rs. 85 Lakhs) of the Jaipur Section of the Nagda-Muttra Railway, as far as possible by annual instalments of not less than Rs. 10 lakhs. The cost of the remaining length to be borne by the Government of India. Future capital required for the entire line will also be provided by the Government of India.

2. The line to be worked and maintained by the B. B. & C. I. Railway Company on behalf of the Secretary of State. The Durbar to have no share in the management of the line, but will in all matters connected with the line will receive close and sympathetic consideration.

3. The net earnings in any half-year, which shall be calculated as under, to be divided between the Government of India and Jaipur Durbar in the proportions of the capital provided by Government and the Durbar respectively.

4. The gross earnings to be the actual of the Nagda-Muttra Section except for interchanged traffic which will be apportioned on the mileage basis and included in the actuals.

5. The working expenses to be the amount calculated on the percentage of working expenses of the Broad Gauge section of the B. B. & C. I. Railway System or 50 percent of gross earnings whichever is less. This amount, together with 5 percent of gross earnings for the supply of rolling stock to be deducted from the gross earnings every half-year and the balance to be the net earnings.

6. The whole capital outlay of the Nagda-Muttra Railway to be that on works (excluding rolling stock whether provided as first equipment as a debit to the line or subsequent additions) between Nagda and Muttra excluding junction arrangements and the cost of the Bayana-Agra Chord Railway. This will be calculated on the basis of average amounts during the half-year as calculated month by month standing to the credit of the two parties. In the calculation the average amount for any month shall be taken to be one-half of the sum of the respective amounts of such capital on the first day and the last day of the months respectively.

7. The investment made by the Durbar to be regarded as a permanent one. The Durbar shall not be allowed to part with its interest in the line or with any portion of its interest except to the Government of India.

8. The Government of India shall be under no obligation to purchase the Durbar's interest in the line at any time. If the Durbar wish to sell and the Government of India agree to buy, the price shall be 25 times the average net annual profits received by the Durbar during the three preceding years for which the accounts have been made up.

(No. 60, dated the 10th October 1935 to the Book of Contracts relating to B. B. & C. I. Railway.)

No. 61.

Add the following to the table of contents of B. B. & C. I. Railway, Volume I.

Memorandum of terms for the contribution by the Jaipur Durbar towards the cost of the Nagda-Muttra Railway, for its maintenance and working and the distribution of net earnings of the Railway Page 224.

(No. 61, dated the 10th October 1935 to the Book of Contracts relating to B. B. & C. I. Railway.)

KHWAJA UBAIDULLAH,

Assistant Controller of Railway Accounts.

~~1st day of February 1901 the 8th day of April 1907 the 1st day of February 1908 the 24th day of October 1913 the 19th day of November 1923 and the 25th day of April 1929 respectively whereby (among other things) the line of the said Railway was extended and alterations were made in certain of the terms and conditions under which the said railway as so extended was managed and worked by the Company :~~

AND WHEREAS it has been agreed between the parties hereto that the terms under which the said railway as so extended as aforesaid is maintained managed and worked by the Company shall be further altered in manner hereinafter appearing :

Now THIS DEED WITNESSETH and it is hereby agreed and declared as follows :—

1. The Principal Contract subject to the alterations made therein by the other indentures to which these presents are supplemental and by these presents shall continue in force until the 31st day of December 1946 or the day on which the Contract contained in the said Indenture of the 8th day of April 1907 shall terminate (whichever shall be the earlier) and on such day (as the case may be) the Principal Contract (subject as aforesaid) shall forthwith terminate and this clause shall take effect as from and including the 1st day of January 1931.

2. The sum to be paid by the Secretary of State to the Company under clause 23 of the Principal Contract as modified by clause 9 of the said Indenture of the 1st day of February 1901 shall be a sum equal to 60 per cent. of the gross earnings of the Ahmedabad-Prantey Railway as extended as aforesaid and clause 23 of the Principal Contract shall be further modified accordingly and this clause shall take effect as from and including the 1st day of January 1931.

IN WITNESS whereof SIR CHARLES AUGUSTUS TEGART, C.S.I., C.I.E., M.V.O., and SIR HENRY WHEELER, K.C.S.I., K.C.I.E., being two Members of the Council of India have hereunto set their hands and seals and THE

Office of the Controller of Railway Accounts.

Addendum and Corrigendum to the Book of Contracts relating to Bombay, Baroda and Central India Railway.

No. 50.

Insert the following Deed dated the 29th January 1934 between the Secretary of State and the Bombay, Baroda and Central India Railway Co. Ltd., after page 221 of the Book of Contracts relating to Bombay, Baroda and Central India Railway, Volume I.

THIS DEED is made the Twenty-ninth day of January 1934 Between THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called "the Secretary of State") of the one part and THE BOMBAY BARODA AND CENTRAL INDIA RAILWAY COMPANY (hereinafter called "the Company") of the other part.

WHEREAS these presents are supplemental to an Indenture (hereinafter referred to as "the Principal Contract") dated the 4th day of June 1896 and made between the Secretary of State of the one part and the Company of the other part (being a Contract for the maintenance management and working by the Company of the Ahmedabad-Prantelj Railway) and also to six several Indentures made between the same parties and dated the 1st day of February 1901 the 8th day of April 1907 the 2nd day of October 1908 the 24th day of October 1913 the 19th day of November 1923 and the 25th day of April 1929 respectively whereby (among other things) the line of the said Railway was extended and alterations were made in certain of the terms and conditions under which the said railway as so extended was managed and worked by the Company :

AND WHEREAS it has been agreed between the parties hereto that the terms under which the said railway as so extended as aforesaid is maintained managed and worked by the Company shall be further altered in manner hereinafter appearing :

NOW THIS DEED WITNESSETH and it is hereby agreed and declared as follows :—

1. The Principal Contract subject to the alterations made therein by the other indentures to which these presents are supplemental and by these presents shall continue in force until the 31st day of December 1946 or the day on which the Contract contained in the said Indenture of the 8th day of April 1907 shall terminate (whichever shall be the earlier) and on such day (as the case may be) the Principal Contract (subject as aforesaid) shall forthwith terminate and this clause shall take effect as from and including the 1st day of January 1931.

2. The sum to be paid by the Secretary of State to the Company under clause 23 of the Principal Contract as modified by clause 9 of the said Indenture of the 1st day of February 1901 shall be a sum equal to 60 per cent. of the gross earnings of the Ahmedabad-Prantelj Railway as extended as aforesaid and clause 23 of the Principal Contract shall be further modified accordingly and this clause shall take effect as from and including the 1st day of January 1931.

IN WITNESS whereof SIR CHARLES AUGUSTUS TEGART, C.S.I., C.I.E., M.V.O., and SIR HENRY WHEELER, K.C.S.I., K.C.I.E., being two Members of the Council of India have hereunto set their hands and seals and THE

BOMBAY, BARODA AND CENTRAL INDIA RAILWAY COMPANY have hereunto caused their Common Seal to be affixed the day and year first above written.

Signed, sealed and delivered by
the above-named two Members
of the Council of India in the
presence of—

C. TEGART. (L.S.)

HENRY WHEELER. (L.S.)

H. S. PAINTER,
India Office.

The Common Seal of the Bombay
Baroda and Central India Rail-
way Company was hereunto
affixed in the presence of—

(SEAL.)

A. D. G. SHELLEY, }
W. V. CONSTABLE, } *Directors.*

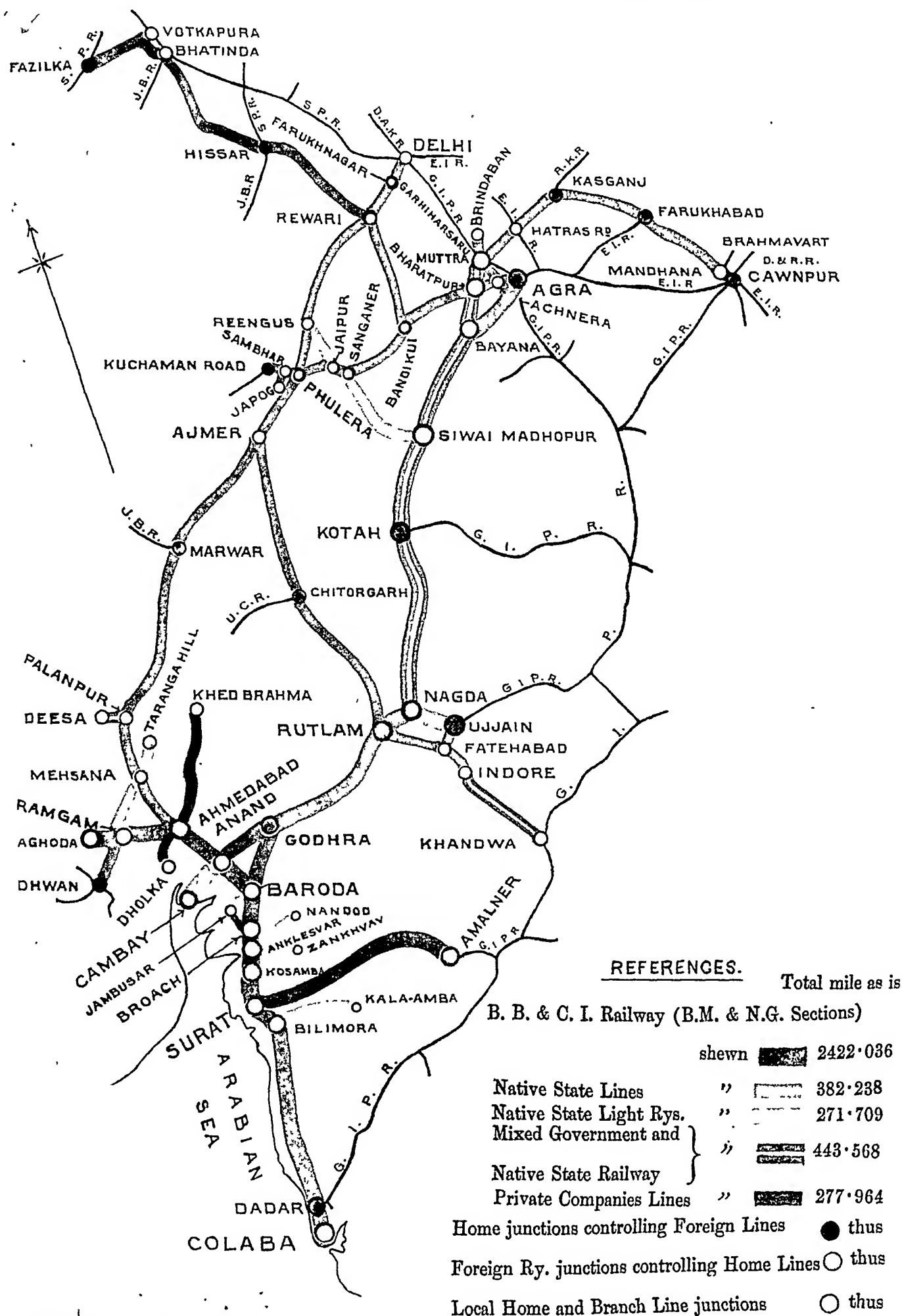
S. G. S. YOUNG, *Secretary.*

(No. 50, dated 17th March 1934 to the Book of Contracts relating to Bombay, Baroda and Central India Railway, Volume I.)

MAP OF B. B. & C. I. RAILWAY SYSTEM.

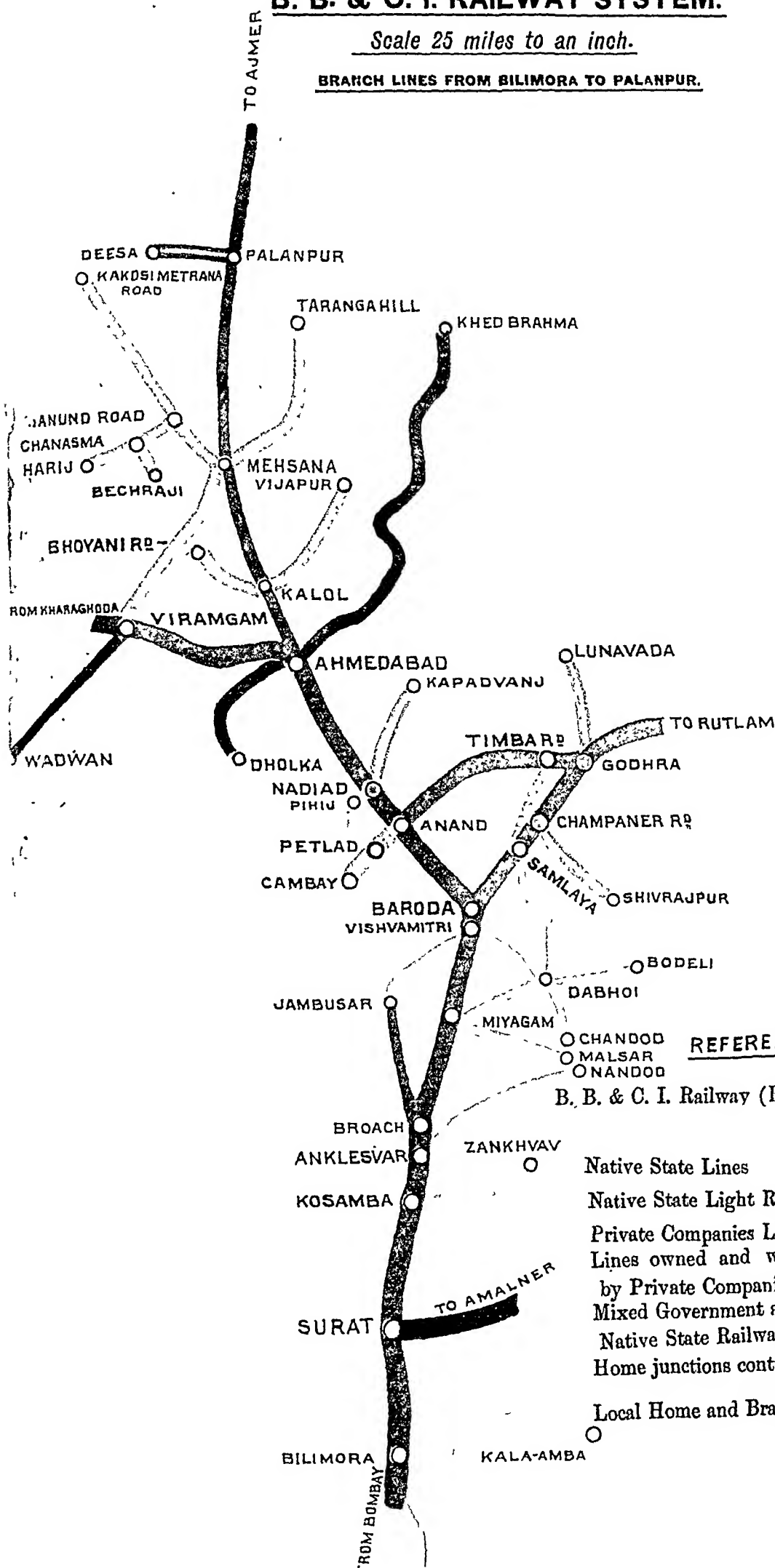
Scale 80 miles to an inch.

FOR BRANCH LINES FROM BILIMORA TO PALANPUR SEE SHEET No. 2.



Scale 25 miles to an inch.

BRANCH LINES FROM BILIMORA TO PALANPUR.



REFERENCES.

B. B. & C. I. Railway (B.M. & N.G. Sections)

shewn

Native State Lines

Native State Light Rys.

Private Companies Lines

Lines owned and worked
by Private Companies

Mixed Government and
Native State Railway

Home junctions controlling Foreign Lines ⊙ thus

Local Home and Branch Line junctions ○ thus

OFFICE OF THE CONTROLLER OF RAILWAY ACCOUNTS.

Addendum and Corrigendum to the Book of Contracts relating to Bombay Baroda & Central India Railway Volume I.

No. 67.

Introduce the following Deed dated 6th January 1937 after page 224 of the Book of Contracts relating to Bombay Baroda and Central India Railway Volume I:—

THIS DEED made the Sixth day of January One thousand nine hundred and thirty-seven BETWEEN THE SECRETARY OF STATE IN COUNCIL OF INDIA (hereinafter called "the Secretary of State") of the one part and BOMBAY BARODA AND CENTRAL INDIA RAILWAY COMPANY (hereinafter called "the Company") of the other part WITNESSETH THAT in all contracts (hereinafter called "the said contracts") relating to the working or construction of railways in India to which the parties hereto are parties then as between the parties hereto the said contracts shall from the date hereof be amended in the following manner:

1. WHERE any of the said contracts provide for buildings being provided for the Postal Department of the Government of India then in lieu of the amount stated therein to be payable in respect of such buildings there shall be payable a yearly rental at such rate or rates per cent. of the amount of capital expenditure thereon and of the cost or value of the land occupied by such buildings whether or not the cost or value of such land has been treated as capital expenditure on the said railway as shall be in force for the time being on State Railways worked by the State.

2. WHERE any of the said contracts do not provide for buildings being provided for the Postal Department then to such contracts shall be added the following clause, *viz.*:—

If the Secretary of State shall at any time or times during the continuance of this contract by notice in writing so require the Company shall forthwith provide in accordance with the practice on State Railways such suitable buildings for the Postal Department of the Government of India with all such fittings as the Secretary of State shall require at the station or stations on part of the railway the subject of this contract specified in such notice. The cost of such buildings and of any buildings similarly provided before the date hereof shall be deemed to be capital expenditure on the said part of the open system of the said railway and shall be provided in accordance with the terms of the existing contract or contracts regulating the provision of capital for the purposes of the said railway and the Postal Department shall pay for such buildings a yearly rental at such rate or rates per cent. of the amount of the capital expenditure thereon and of the cost or value of the land occupied by such buildings whether or not the cost or value of such land has been treated as capital expenditure on the said railway as shall be in force for the time being on State Railways worked by the State which rental shall be deemed to be part of the gross earnings of the said railway and be applied accordingly.

IN WITNESS whereof SIR REGINALD ISIDORE ROBERT GLANCY, K.C.S.I., K.C.I.E., and SIR HORACE WILLIAMSON, KT., C.I.E., M.B.E., being two Members of the Council of India have hereunto set their hands and seals and the Company has caused its Common Seal to be hereunto affixed the day and year first above written.

Signed sealed and delivered by the said two Members of the Council of India in the presence of—	}	R. I. R. GLANCY	(L.S.)
		HORACE WILLIAMSON	(L.S.)

H. S. PAINTER,

India Office.

The Common Seal of the Company was hereunto affixed in the presence of—	}	(SEAL.)

A. D. G. SHELLEY, *Chairman.*

W. V. CONSTABLE, *Director.*

N. LINCOLN, *Secretary.*

{No. 67 dated 27th April 1937 to the Book of Contracts relating to B. B. & C. I. Railway Volume I.}